

MARC A. LEVINSON (STATE BAR NO. 57613)
malevinson@orrick.com
NORMAN C. HILE (STATE BAR NO. 57299)
nhile@orrick.com
PATRICK B. BOCASH (STATE BAR NO. 262763)
pbocash@orrick.com
ORRICK, HERRINGTON & SUTCLIFFE LLP
400 Capitol Mall, Suite 3000
Sacramento, California 95814-4497
Telephone: +1-916-447-9200
Facsimile: +1-916-329-4900

Attorneys for Debtor
City of Stockton

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION

In re:
CITY OF STOCKTON, CALIFORNIA,
Debtor.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, FRANKLIN HIGH
YIELD TAX-FREE INCOME FUND,
AND FRANKLIN CALIFORNIA
HIGH YIELD MUNICIPAL FUND,

Plaintiffs,

v.

CITY OF STOCKTON, CALIFORNIA,
Defendant.

Case No. 2012-32118

D.C. No. OHS-15

Chapter 9

Adv. No. 13-02315

**DIRECT TESTIMONY
DECLARATION OF MARILYN
MOORE¹**

Date: June 4, 2014
Time: 9:30 a.m.
Dept: Courtroom 35
Judge: Hon. Christopher M. Klein

¹ Out of an abundance of caution, and because the evidentiary hearing on Plan confirmation and the trial in the adversary proceeding share common issues, this declaration is being offered in both the main case and the adversary proceeding.

1 I, Marilyn Moore, hereby declare:

2 1. I am the niece of Charles Raymond Van Buskirk ("Charles") and Bertha S. Van
3 Buskirk ("Bertha"). Charles and Bertha had no children. My father, Erle Lever Van Buskirk
4 ("Erle"), was Charles's brother. I am the youngest of Erle's six children. My five siblings are
5 Margaret Loeffelbein, Jean Whitney, Lois Houston, Helen Gordon, and Robert Van Buskirk
6 ("Robert"). I am the only surviving sibling.

7 2. In the late 1950s, Charles and Bertha donated to the City the land that would
8 become Van Buskirk Golf Course (the "Property"). Based on my own memory of those events,
9 as well as on a more recent review of relevant documents, I understand that the deed by which
10 Charles and Bertha granted the Property to the City contained two conditions. The first requires
11 that the Property be used only for public recreation or public park purposes. The second
12 prevented the sale of intoxicating liquor on the Property. It was extremely important to Charles
13 and Bertha, as well as to their family, that the land gifted to the City always be maintained for
14 public use and enjoyment. The deed, which I recently re-reviewed, provided that these conditions
15 could be enforced by any of Charles and Bertha's "heirs, assigns, and successors." I understand
16 that a copy of the deed has already been lodged with the Court.

17 3. Charles passed away in 1979. My brother, Robert, and I were co-executors of
18 Charles's estate. Robert and I were also co-executors of Bertha's estate after her death in 1983.
19 Both Charles and Bertha executed wills that went through probate. Charles's will transferred
20 most of his estate into a trust to be maintained for Bertha's benefit, and provided for the
21 distribution of his estate from that trust after Bertha's death. Robert and I served as trustees of
22 that trust. After Bertha's passing, most of the remainder of Charles's estate passed to his relatives
23 and to Bertha's relatives. My siblings and I each received a 9% share. A true and correct copy of
24 the Will of Charles Raymond Van Buskirk is attached hereto as Exhibit A.

25 4. Bertha's will passed most of her estate to her nieces and nephews. My siblings
26 and I each received a one-seventeenth interest in the residue of Bertha's estate, along with
27 Bertha's other nieces and nephews. A true and correct copy of the Last Will And Testament Of
28 Bertha S. Van Buskirk is attached hereto as Exhibit B.

1 5. On or around the weekend of May 17-18, 2014, my daughter, Wendy Moore
2 (“Wendy”), showed me a news article she had read that had recently appeared in the Stockton
3 Record. The article, written by reporter Roger Phillips, discussed the recent hearing in the City’s
4 bankruptcy case. I gathered from the article that during the hearing, Franklin had raised the issue
5 of whether there existed anyone able and willing to enforce the conditions that control the
6 Property. I also took from the article that Franklin had suggested that the prohibition against the
7 sale of intoxicating liquor at the property was not being enforced. The article left me with the
8 impression that the restrictions on the Property created by Charles and Bertha were being
9 challenged.

10 6. This upset me. I knew Charles and Bertha very well. My family lived next door
11 to Charles and Bertha when I was growing up, and I and my siblings were very close to both of
12 them. I believe that it was important to Charles and Bertha that the Property be preserved as a
13 place for public recreation or public park purposes. Further, it is important to me and to other
14 members of the family with whom I have communicated that the Property be preserved for public
15 recreation or public park purposes.

16 7. After my discussion with Wendy about the newspaper article, I sent an email to all
17 of my nieces and nephews for whom I had email addresses. My email discussed my
18 understanding that restrictions on the Property were being challenged and my belief that the
19 restrictions should be enforced. A majority of the nieces and nephews to whom I sent this email
20 sent me responses. All of the family members that responded indicated that they also agreed with
21 me that the restrictions should be enforced. Based on my email exchanges with my nieces and
22 nephews, I can state with confidence that the Van Buskirk heirs would oppose any violation of
23 the public use restrictions on the Property. I believe that I have authority to speak to the
24 enforcement of the restrictions on the Property on behalf of my family.

25 8. It is my understanding that while I was corresponding with my nieces and nephews
26 via email regarding the newspaper article, Wendy contacted Mr. Phillips. I understand that Mr.
27 Phillips suggested that Wendy call bankruptcy counsel for the City. Subsequently, on May 19,
28 2014, my nephew Raymond Van Buskirk (“Raymond”), with whom Wendy and I had been

1 communicating, contacted Patrick Bocash, one of the bankruptcy counsel for the City. Mr.
2 Bocash then contacted me through Wendy. By this time, I had received the email responses
3 described above regarding our family's wish that the Property be preserved for public use and
4 enjoyment.

5 9. After reading the news article about the City's bankruptcy hearing and
6 communicating with my nieces and nephews, I would like to make the Court aware of two facts:
7 First, the City is not in violation of the second deed condition by virtue of serving beer on the
8 Property. It is my understanding, based on both my personal recollection and a review of the
9 documents, that in the early 1970s Charles and Bertha agreed to modify the condition prohibiting
10 the sale of intoxicating liquor and to allow the City to sell beer on the Property. Both Raymond
11 and I informed Mr. Bocash of the existence of this modification. A true and correct copy of that
12 modification is attached hereto as Exhibit C.

13 10. Second, and most important, there are heirs of Charles and Bertha that are able and
14 willing to enforce the conditions governing the Property, myself included. We believe that
15 Charles and Bertha's transfer of the Property to the City was a very generous gift with the very
16 specific intent that the Property be maintained for use by the Stockton public. It is important to
17 the Van Buskirk family that the conditions governing the Property continue to be enforced.

18
19
20 Executed this 30th day of May 2014, at Lodi, California. I declare under penalty of
21 perjury under the laws of the State of California and the United States of America that the
22 foregoing is true and correct.

23
24 
25 _____
26 Marilyn Moore
27
28

Exhibit A

WILL OF
CHARLES RAYMOND VAN BUSKIRK

I, CHARLES RAYMOND VAN BUSKIRK, whose name is also written CHARLES R. VAN BUSKIRK and C. R. VAN BUSKIRK, a resident of Lodi, San Joaquin County, California, hereby make and publish this Will and revoke all previous Wills and Codicils.

1. I declare that I am a married man. My wife is BERTHA S. VAN BUSKIRK, and I have no descendants.

2. My property consists mainly of separate property which I owned prior to my marriage to my present wife, together with the proceeds and accumulations of separate property and with some additional attributable to community earnings. I do intend by this Will to dispose of all my separate property and of both my wife's interest and my own in our community property. I believe it to be for my wife's benefit to take under this Will and I request that she give careful attention to doing so. If my wife elects to take the rights given her by law she shall nevertheless be entitled to her rights to family allowance and probate homestead.

3. I leave all of my property, including my wife's interest in any community property which we may own to ROBERT E. VAN BUSKIRK and MARILYN MOORE IN TRUST NEVERTHELESS for the following uses and intents:

A. If my wife BERTHA survives me I direct my said Trustees to pay to or apply for her benefit, during her lifetime, quarter annually or at more frequent intervals the entire net income of the trust estate; in the event that the income so accruing is, in the sole discretion of my Trustees, insufficient for her proper support, care, and maintenance any part of the principal of said trust as may be necessary to do so. In exercising the discretionary powers to invade principal

I direct my Trustees to be mindful of the fact that my primary concern in establishing this trust is my wife's welfare and that the interests of other persons interested in the said trust are to be subordinate to hers.

B. Upon the death of my said wife BERTHA S. VAN BUSKIRK I direct that the assets of this trust be distributed as hereinafter set forth. I direct my said Trustees to sell any properties remaining in said trust except for the items described in the next paragraph hereof, and to distribute said cash as hereafter set forth.

Upon the death of my said wife BERTHA, if she survives me, or upon my death should my said wife fail to survive me, I leave either to my said Trustees above named in the one case or to my Executor or Executrix hereafter named in the other case, all of my family heirlooms, antique furniture, jewelry, wearing apparel, and other personal effects, with the request that he or she distribute them among my relatives and friends, including himself or herself, in accordance with any list which I may leave at the time of my death allocating specific articles to specific persons, and as to all such articles not mentioned in any such list, to distribute them among my relatives and friends in his or her discretion, following their expressed desires so far as practical. This provision for distribution is directory only and shall not be deemed to limit, condition, or modify in any way the absolute bequest of all of said personal property to my Executor or Executrix as first hereinabove provided.

C. The trust herein created shall terminate upon the death of my wife BERTHA S. VAN BUSKIRK or upon the sale of my real property (excluding the above divides) and at such time I direct my said Trustees to make distribution as follows:

To my present and former employees I leave the following sums:

To ARTHUR R. KOTH of Lodi, California, the sum of \$10,000.00.

To RICHARD COOPER, of Lodi, California, the sum of \$5,000.00.

To WILLIAM BADGLEY, of Lodi, California, the sum of \$1,000.00.

To WILBUR GREMM of Lodi, California the sum of \$1,000.00.

To LEONORA RITCHIE of Lodi, California, the sum of \$1,000.00.

To ELLA HARRISON, of Lodi, California, the sum of \$1,000.00.

To EDWIN SUESS, of Lodi, California, the sum of \$1,000.00.

To FRANK McCLUNG, of Woodbridge, California, the sum of \$1,000.00.

To FRANK GOODMAN, of Acampo, California, the sum of \$1,000.00.

To WILLIAM HARBIN the sum of \$1,000.00.

All of the rest, residue and remainder of my trust estate I leave among my relatives and my wife's relatives in the following percentages:

MARTHA CLOW, of Lodi, California 4%

ROBERT E. VAN BUSKIRK, of Stockton, California 9%

HELEN C. GORDON, of Danville, California 9%

MARGARET LOEFFELBEIN, of Shingle Springs, California 9%

JEAN WHITNEY, of Muir Beach, California 9%

MARILYN MOORE, of Lodi, California 9%

LOIS HOUSTON of Watsonville, California 9%

EDITH M. SHELLENBERGER, of Stockton, California 3%
 JANET MCKENZIE BECKMAN of Lodi, California 3%
 ELDA RAPPUHN WEIHEMILLER, of Rugby, N.D. 3%
 LEWIS RAPPUHN, of Fessenden, N.D. 3%
 ARDELL RAPPUHN, of Fessenden, N.D. 3%
 S. BRYCE STREIBEL, of Fessenden, N.D. 3%
 SHIRLEY STREIBEL FISCHER, of Stockton, California 3%
 LAURA DOYLE, of Lodi, California 3%
 LYDIA WEDSTED, of Burlingame, California 3%
 ELEANOR GAERTNER, of Burlingame, California 3%
 DONALD MCKENZIE, of Acampo, California 3%
 AUDREY BOYD, of Lodi, California 3%
 RUTH NEDDERMAN, 3%
 LESLIE RAPPUHN, of Elmhurst, IL 3%

4. If my said wife BERTHA S. VAN BUSKIRK shall survive me I nominate her to act as Executrix of this Will, but if she fail to survive me or be unable or unwilling to act as such I nominate ROBERT VAN BUSKIRK and MARILYN MOORE to serve as co-executors and I direct that no bond be required of any of the three persons above named either in their capacity as Executor or Trustee herein.

IN WITNESS WHEREOF, I have hereunto set my hand this

17th day of July, 1978.

Charles Raymond Van Buskirk
 CHARLES RAYMOND VAN BUSKIRK

WITNESSES OF LEGALITY AND 38
WITNESSES OF LEGALITY AND 38
WITNESSES OF LEGALITY AND 38
WITNESSES OF LEGALITY AND 38
WITNESSES OF LEGALITY AND 38

THE FOREGOING INSTRUMENT, consisting of five (5) pages, including this page five, was on the date thereof, by the said CHARLES RAYMOND VAN BUSKIRK signed and published as and declared to be his last Will and in the presence of the undersigned witnesses, who, at his request and in his presence, and in the presence of each other, have subscribed their names as witnesses thereto.

Charles R. Van Buskirk RESIDING AT STOCKTON, CALIFORNIA.

Cheryl J. Clay RESIDING AT LODI, CALIFORNIA.

Exhibit B

LAST WILL AND TESTAMENT

I, BERTHA S. VAN BUSKIRK, declare that this is my Will.

FIRST: I hereby revoke all other and former Wills and Codicils to Wills by me made.

SECOND: I declare that I was formerly married to RAYMOND VAN BUSKIRK, who predeceased me, and that there were no children born the issue of said marriage.

THIRD: I nominate and appoint ROBERT E. VAN BUSKIRK and MARILYN MOORE, or the survivor thereof, as Co-Executors of this, my Last Will and Testament, to serve without bond; and I hereby give and grant unto my personal representative full power and authority to sell or lease any and all property in my estate, whether real or personal, at either public or private sale, or borrow money, with or without notice, as may be determined, subject, however, to confirmation of the same by the Court, when required by law.

FOURTH: I hereby direct that all real property which I may own at the date of my death, as well as all of my household furniture and furnishings, be sold and the proceeds added to the residue of my estate and which residue, together with any property over which I have a right of testamentary disposition, I hereby give, devise and bequeath as follows:

(1) To THE FIRST CONGREGATIONAL CHURCH, Lodi, California, cash in the sum of \$1,000.00 to be used by the Campership Fund.

(2) To RODGER VAN BUSKIRK, if living, cash in the sum of \$1,000.00.

(3) To CURTIS DEAN VAN BUSKIRK, if living, my rings.

(4) To my following nieces and nephews each an undivided one-seventeenth interest in the residue of my estate: LAURA M. DOYLE, LYDIA M. WEDSTED, ELEANOR M. GAERTNER, ELDA RAPPUHN WEIHEMILLER, LESLIE RAPPUHN, LEWIS RAPPUHN, ADELL RAPPUHN, BRYCE STREIBEL, SHIRLEY S. FISCHER, MARGRET LOEFFELBEIN, JEAN WHITNEY, LOIS HOUSTON, HELEN GORDON, ROBERT VAN BUSKIRK and MARILYN MOORE; to my grandnieces, JEANIE PRIVITALIE and JOAN THOMPSON, jointly, an undivided one-seventeenth interest; and to my grandnephews, GARY MARTIN and LOWELL MARTIN, jointly, an undivided one-seventeenth interest.

In the event that any of the persons hereinabove named predecease me, then his or her share shall become a part of the residue of my estate and be distributed to the remaining persons hereinabove named.

FIFTH: I have purposely made no provision for any other person, whether claiming to be an heir of mine or not; and if any person, whether a beneficiary under this Will, or not mentioned herein, shall contest this Will, or object to any of the provisions hereof, I give to such person so contesting or objecting the sum of One Dollar (\$1.00), and no more, in lieu of the provision which I have made, or which I might have made herein, for such person so contesting or objecting.

DATED: October 19, 1982.

Bertha S. Van Buskirk
BERTHA S. VAN BUSKIRK

The foregoing instrument, consisting of two pages, including this page, was, at the date hereof, signed as, and declared to be, her Will, in the presence of each of us, who, at her request, and in her presence, and in the presence of each other, have subscribed our names as witnesses thereto. Each of us observes the signing of this Will by BERTHA S. VAN BUSKIRK and each other, as subscribing witnesses, and knows that each signature is the true signature of the person whose name was signed. Each of us is now more than 18 years of age and a competent witness.

We are now acquainted with BERTHA S. VAN BUSKIRK. At this time, she is over the age of 18 years; and, to the best of our knowledge, she is of sound and disposing mind and memory and is not acting under duress, menace, fraud, misrepresentation, or undue influence of any person whomsoever.

We declare under penalty of perjury that the foregoing is true and correct.

Executed on October 19, 1982, at Lodi, California.

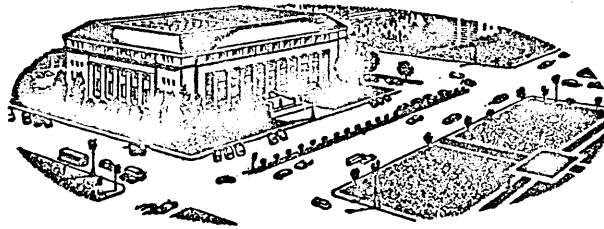
Arthur M. Muller, residing at Lodi, California.

Sandra L. Wagner, residing at Lodi, California.

Exhibit C

CITY OF STOCKTON
STOCKTON, CALIFORNIA

CITY ATTORNEY
CITY HALL



cc: City Manager
Director of
Finance
City Engineer

May 25, 1959

D-1090-59

Miss B. L. Trahern
City Clerk
City Hall
Stockton, California

Dear Miss Trahern:

Certain properties have been deeded to the City of Stockton for use for public recreation or public park purposes, only, including use by nonsectarian character building organizations financed mainly by general public donations, or for a combination of any of the foregoing uses. In this connection, I hand you the following deeds:

- 1) Deed dated February 12, 1959, between CHARLES RAYMOND VAN BUSKIRK and BERTHA S. VAN BUSKIRK, his wife, and the City of Stockton, conveying 35.87 acres of property to the City for the above purpose.

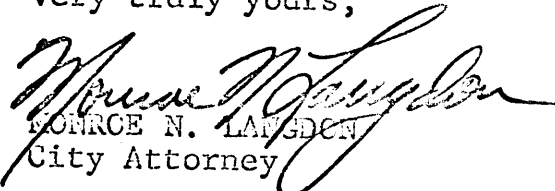
This acquisition was authorized by Ordinance No. 203-C.S. of the Stockton City Council.

- 2) Deed dated February 12, 1959, between CHARLES RAYMOND VAN BUSKIRK and BERTHA S. VAN BUSKIRK, his wife, and the City of Stockton, conveying 44.74 acres of property to the City for the above purpose.

This acquisition was authorized by Ordinance No. 204-C.S. of the Stockton City Council.

These documents may be placed on file in your office.

Very truly yours,


MAURICE N. LANGDON
City Attorney

MNL:mk
enc.

MODIFICATION OF CONDITION SUBSEQUENT

THIS MODIFICATION OF CONDITION SUBSEQUENT, made this 28th day of December, 1971, by and between CHARLES RAYMOND VAN BUSKIRK and BERTHA S. VAN BUSKIRK, his wife, Grantors, and the City of Stockton, a Municipal Corporation, of the County of San Joaquin, State of California, Grantee.

W I T N E S S E T H:

Grantors have heretofore conveyed certain real property to Grantee, retaining to Grantors a power of termination or right of entry for breach of condition subsequent, said condition subsequent being as follows:

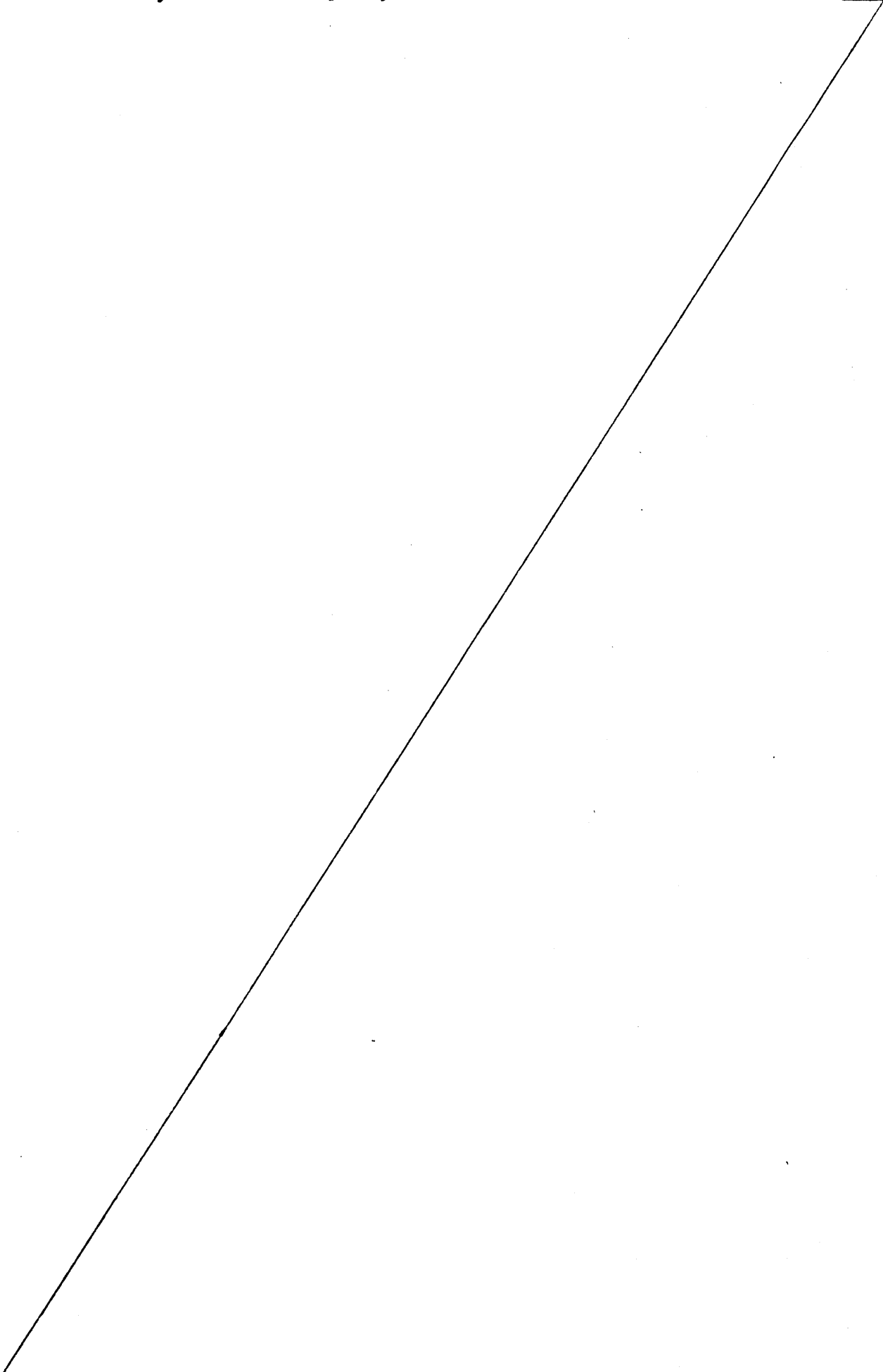
"That no intoxicating liquor shall be sold or offered for sale upon the premises."

Grantors now desire to modify said condition subsequent as to certain of said real property. The modification is to amend said condition subsequent to read as follows:

"That no intoxicating liquor except beer shall be sold or offered for sale upon the premises. For the purpose of this condition, 'beer' means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops or any other similar product, or any combination thereof in water, and includes ale, porter, brown, stout, lager beer, small beer and strong beer."

The real property for which this modification is made and the deeds in which the condition appears, are described and identified as follows, all the deeds being by and between

CHARLES RAYMOND VAN BUSKIRK and BERTHA S. VAN BUSKIRK, his wife,
Grantors, and the City of Stockton, a Municipal Corporation,
of the County of San Joaquin, State of California, Grantee:

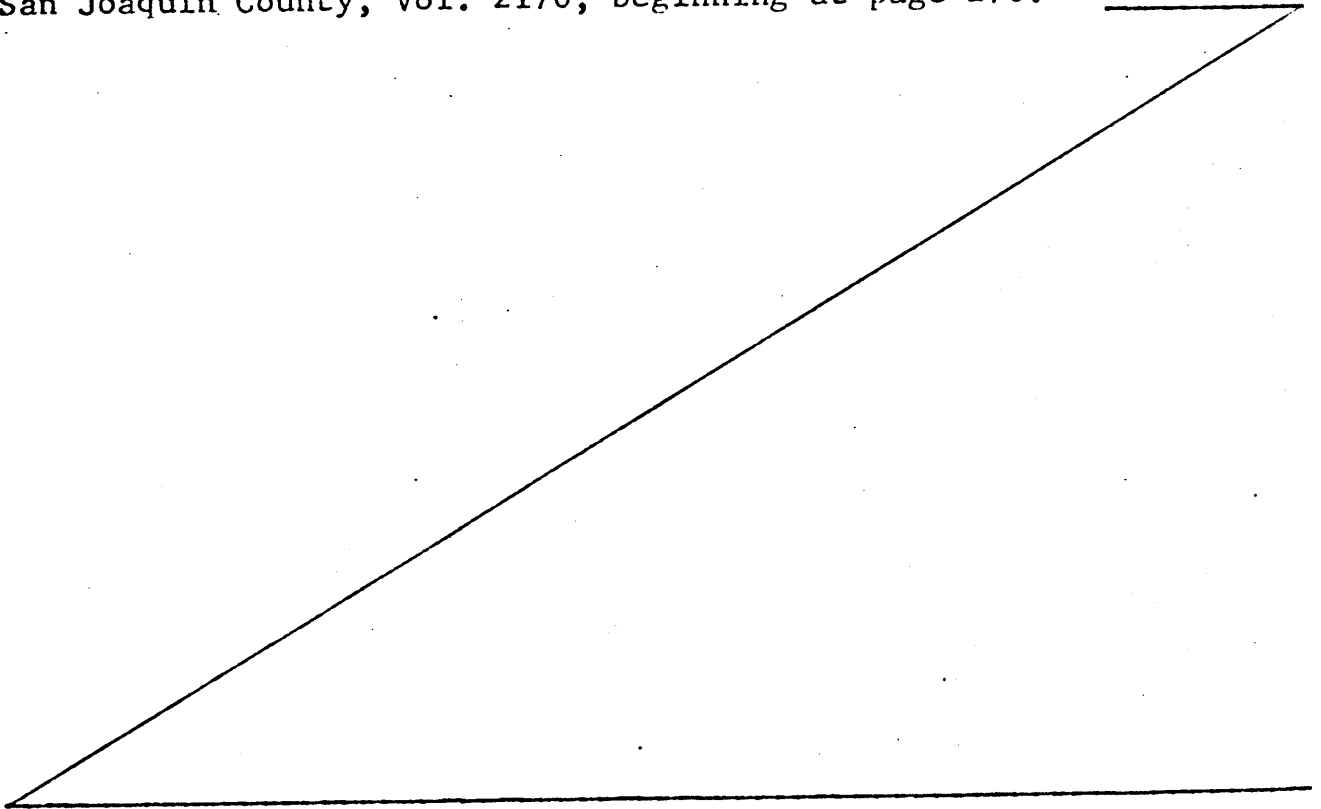


PARCEL 1

A tract of land in Section 21 and 22, Township 1 North, Range 6 East, Mount Diablo Base and Meridian, and more particularly described as follows:

Commencing at a concrete monument bearing due South 1,160.00 feet from the South-west corner of Lot 1 in Block 7 of Lever Village, Unit No. 1, as per map filed in Book of Maps, Vol. 14, page 22, San Joaquin County Records; thence due West 1,559.46 feet to an iron pipe in the center line of the 120 foot wide P.G. & E Co. easement for electric transmission lines, described in Book of Official Records of San Joaquin County, Vol. 325, at page 91, said last mentioned iron pipe being the Northeast corner and true point of beginning of the within described 35.87 acre tract; thence along the center line of said easement, South 28° 45' West 1,140.00 feet to the right bank of French Camp Slough thence downstream along the right bank of French Camp Slough, as follows North 19° 50' West 221.00 feet; North 16° 58' West 199.00 feet; North 15° 22' West 124.00 feet; North 18° 04' West 149.00 feet; North 36° 34' West 111.00 feet; North 50° 06' West 151.00 feet; North 69° 37' West 120.00 feet; South 76° 16' West 93.00 feet; South 59° 27' West 187.00 feet; South 88° 44' West 182.00 feet; North 83° 10' West 143.00 feet; North 74° 56' West 162.00 feet; North 70° 33' West 357.00 feet; North 83° 07' West 117.00 feet; South 81° 30' West 269.96 feet; thence leaving French Camp Slough, due North 533.00 feet to an iron pipe; thence due East 620.00 feet to an iron pipe; thence South 85° 15' East 1,136.00 feet to an iron pipe at beginning of curve; thence Southeasterly on a curve to the right, radius 700 feet, (long chord bears South 67° 00' East 433.43 feet) an arc distance of 445.93 feet to an iron pipe at end of curve; thence South 48° 45' East 144.41 feet to an iron pipe at beginning of curve; thence Southwesterly on a curve to the left, radius 367.32 feet (long chord bears South 69° 22' 30" East 258.78 feet) an arc distance of 264.45 feet to the iron pipe at the true point of beginning.

The above described Parcel 1 was conveyed by grant deed dated February 12, 1959, recorded in Book of Official Records of San Joaquin County, Vol. 2170, beginning at page 270.

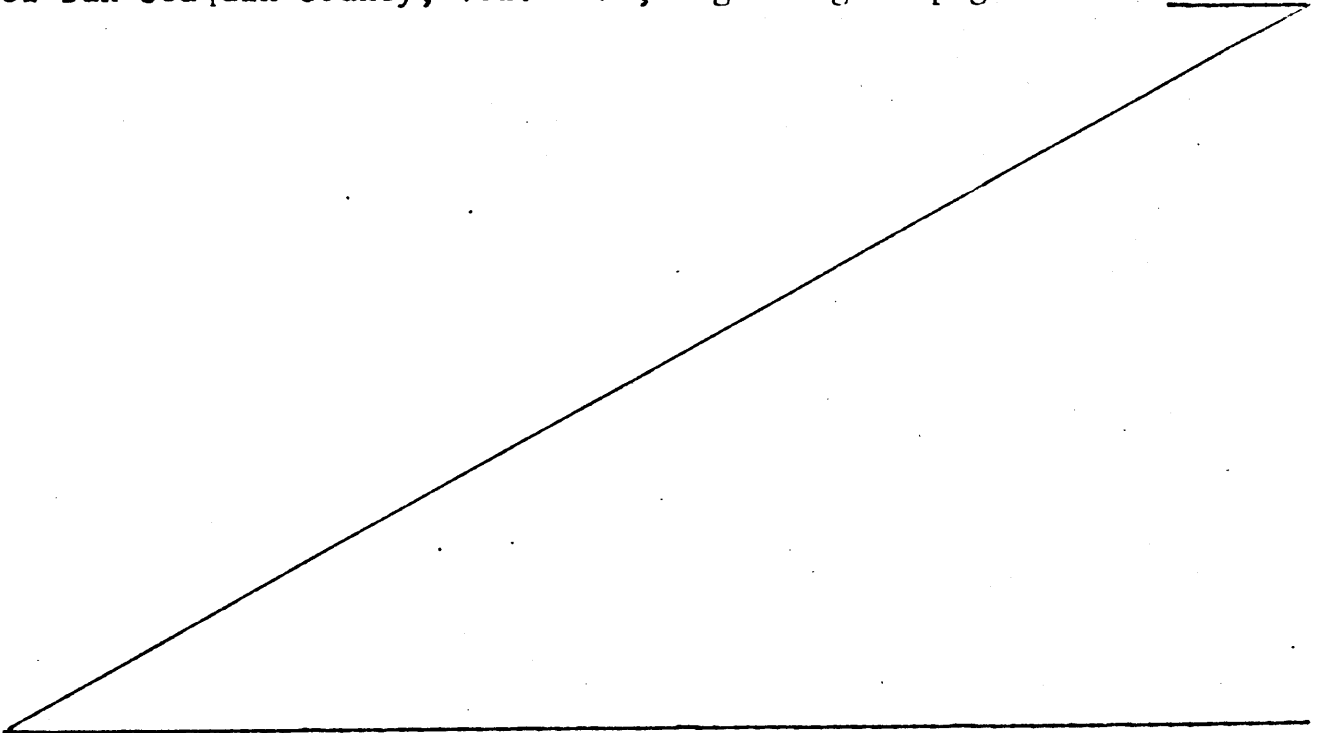


PARCEL 2

A tract of land situated in the County of San Joaquin, State of California, in Section 22, Township 1 North, Range 6 East, Mount Diablo Base and Meridian, and more particularly described as follows:

Beginning at a concrete monument bearing due South 1160.00 feet from the Southwest corner of Lot 1 in Block 7 of Lever Village, Unit No. 1, according to the Official Map thereof filed in Vol. 14 of Maps, page 22, San Joaquin County Records; thence due South 506 feet to the Northerly or right bank of Walker Slough; thence downstream along the Northerly or right bank of Walker Slough as follows: South $81^{\circ} 08'$ West 86 feet; South $63^{\circ} 37'$ West 140 feet; South $53^{\circ} 16'$ West 162 feet; South $50^{\circ} 47'$ West 253 feet; South $37^{\circ} 53'$ West 102 feet; South $43^{\circ} 10'$ West 332 feet; South $49^{\circ} 56'$ West 165 feet to the junction of Walker Slough with French Camp Slough; thence downstream along the Northerly or right bank of French Camp Slough, as follows: North $78^{\circ} 46'$ West 138 feet; South $89^{\circ} 35'$ West 411 feet; South $85^{\circ} 17'$ West 219 feet; South $79^{\circ} 48'$ West 152 feet; North $82^{\circ} 53'$ West 89 feet; North $43^{\circ} 22'$ West 99 feet; North $22^{\circ} 27'$ West 222.65 feet to a point in the center line of the 120 foot wide P.G. & E. Company easement for electric transmission lines, described in Book of Official Records of San Joaquin County, Vol. 325, page 91; thence along the center line of said easement, North $28^{\circ} 45'$ East 1140 feet to a point bearing due West from the point of beginning; thence due East 1559.46 feet to the point of beginning.

The above described Parcel 2 was conveyed by grant deed dated February 12, 1959, recorded in Book of Official Records of San Joaquin County, Vol. 2170, beginning at page 260.



PARCEL 3

A tract of land situated in the County of San Joaquin, State of California, in Section 21, Township 1 North, Range 6 East, Mount Diablo Base and Meridian, and more particularly described as follows:

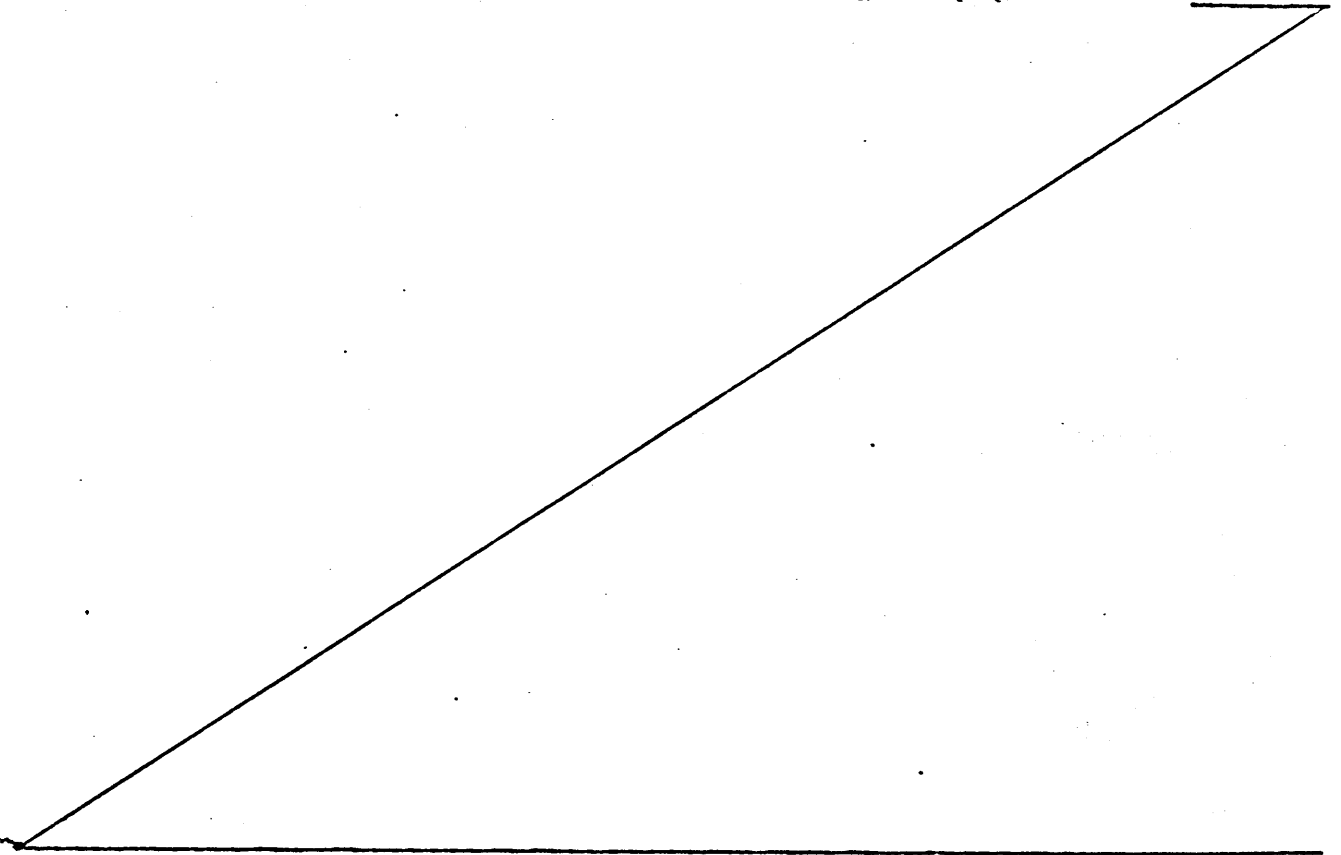
Beginning at an iron pipe at the Northwest corner of the 35.87 acre tract described in deed to the City of Stockton, recorded in Book of Official Records of San Joaquin County, Vol. 2146 at page 233; thence due North 42.99 feet to an iron pipe; thence South 80° 00' West, 183.71 feet to an iron pipe at beginning of curve; thence Westerly on a curve to the right, radius 730 feet (long chord bears South 85° 00' West, 127.25 feet) an arc distance of 127.41 feet to an iron pipe at end of curve; thence due West 972.32 feet to an iron pipe at beginning of curve; thence Northwesterly on a curve to the right, radius 60 feet (long chord bears North 45° 00' West 84.85 feet) an arc distance of 94.25 feet to an iron pipe at end of curve; thence due North 843.85 feet to an iron pipe; thence due West 1140 feet to an iron pipe at beginning of curve; thence Northwesterly on a curve to the right, radius 60 feet (long chord bears North 45° 00' West, 84.85 feet) an arc distance of 94.25 feet to an iron pipe at end of curve; thence due North 1008 feet to an iron pipe which bears West 2540 feet and South 140 feet from an iron rod at the intersection of the center line of Eighth Street and Fresno Avenue; thence due West, parallel to and 140 feet South of the center line of Eighth Street, a distance of 1082 feet to the right bank of the San Joaquin River; thence upstream along the right bank of the San Joaquin River, as follows: South 29° 40' 45" East, 359.04 feet; South 28° 30' East, 203 feet; South 19° 30' East, 213 feet; South 16° 15' East, 280 feet; South 25° 20' East, 154 feet; South 34° 10' East, 255 feet; South 39° 45' East, 156 feet; South 50° 15' East, 415 feet; South 53° 43' 40" East, 254.76 feet; South 58° 30' East, 183 feet; South 63° 30' East, 142 feet; South 56° 00' East, 360 feet to the mouth of French Camp Slough; thence upstream along the right bank of French Camp Slough, as follows: South 53° 20' East, 247 feet; South 38° 40' East, 344 feet; South 34° 13' 30" East, 256.71 feet; South 48° 15' East, 110 feet; South 73° 20' East, 183 feet; South 80° 00' East, 140 feet; North 81° 10' East, 118 feet; North 59° 20' East, 103 feet; North 53° 00' East, 302 feet; North 54° 05' East, 225 feet; North 58° 15' East, 125 feet; North 72° 40' East, 100 feet to the Southwest corner of above-mentioned 35.87 acre tract; thence along the West line of said 35.87 acre tract, due North 533 feet to the point of beginning. EXCEPT portion conveyed to Charles Raymond Van Buskirk, et ux, by deed executed by City of Stockton and recorded May 17, 1967, in Book of Official Records, Vol. 3124, page 441, San Joaquin County Records.

The above described Parcel 3 was conveyed by grant deed dated February 28, 1961, recorded in Book of Official Records of San Joaquin County, Vol. 2399, beginning at page 413.

PARCEL 4

A portion of Section 21, Township 1 North, Range 6 East, Mount Diablo Base and Meridian, described as follows: Commencing at the intersection of the existing center line of Fresno Avenue, a 40-foot wide street, with the existing center line of Eighth Street, an 80-foot wide street; thence South in a direct line a distance of 2038.40 feet to a point, said point being the true point of beginning of the following described parcel of land; thence South in a direct line a distance of 30.46 feet to a point; thence South $80^{\circ} 00'$ West, a distance of 183.71 feet to a point; thence Southwesterly on a curve to the right, radius 730.00 feet (long chord bears South $85^{\circ} 00'$ West, 127.25 feet) an arc distance of 127.41 feet to a point; thence West in a direct line 972.32 feet to a point; thence Northwesterly on a curve to the right, radius 60 feet (long chord bears North $45^{\circ} 00'$ West, 84.85 feet) an arc distance of 94.25 feet to a point; thence North in a direct line a distance of 311.79 feet to a point; thence South $52^{\circ} 16' 57''$ East, a distance of 400.00 feet to a point; thence South $87^{\circ} 00'$ East, a distance of 1025.00 feet to a point, said point as hereinbefore referred to, the true point of beginning.

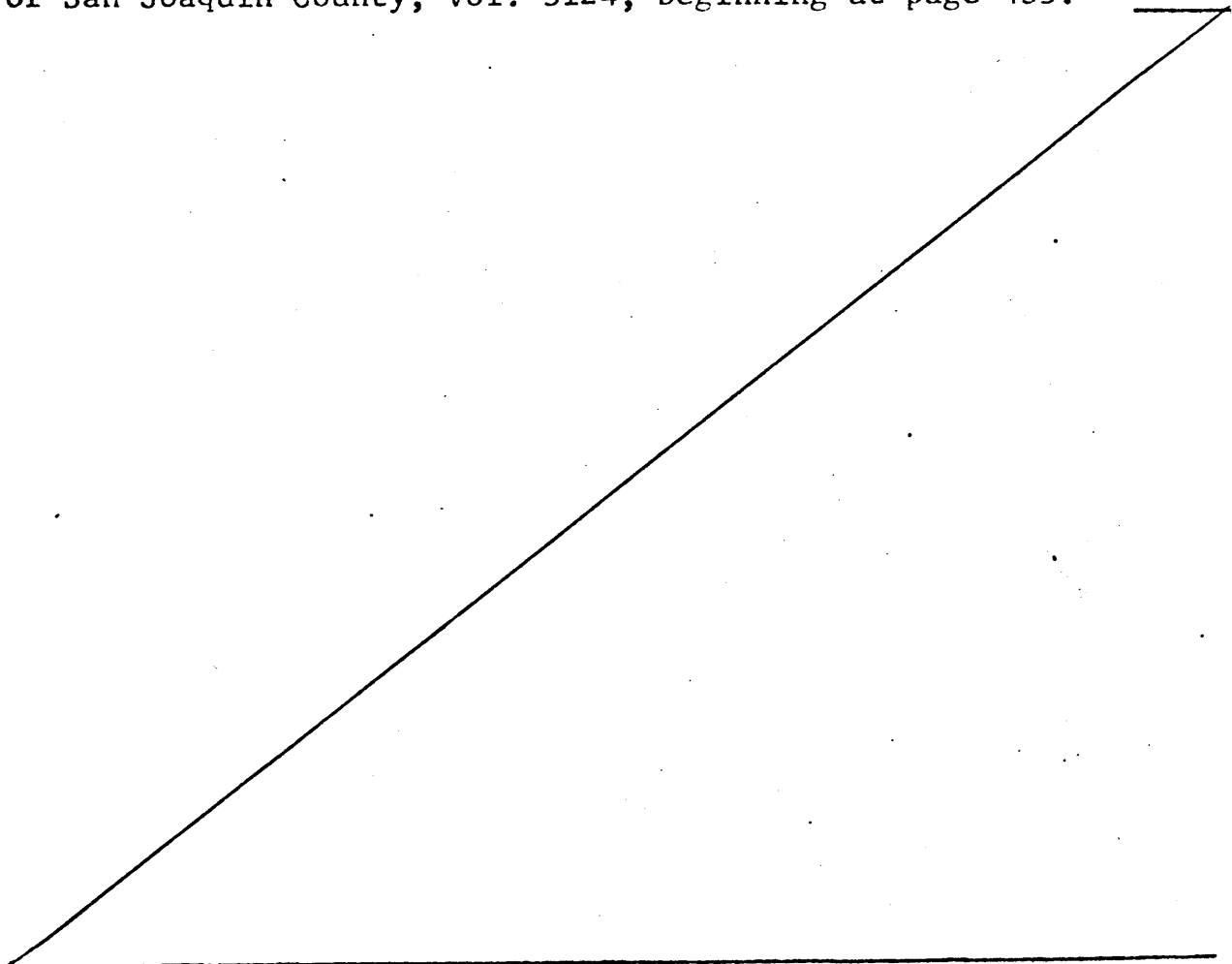
The above described Parcel 4 was conveyed by grant deed dated March 8, 1967, recorded in Book of Official Records of San Joaquin County, Vol. 3124, beginning at page 435.



PARCEL 5

A portion of Section 21, Township 1 North, Range 6 East, Mount Diablo Base and Meridian, described as follows: Commencing at the intersection of the existing center line of Fresno Avenue, a 40 foot wide street with the existing center line of Eighth Street, a 80 foot wide street; thence South in a direct line a distance of 2038.40 feet to a point; thence South in a direct line, a distance of 30.46 feet to a point; thence South 80° 00' West, a distance of 183.71 feet to a point; thence Southwesterly on a curve to the right, radius 730 feet (long chord bears South 85° 00' West, 127.25 feet) an arc distance of 127.41 feet to a point; thence West in a direct line 972.32 feet to a point; thence Northwesterly on a curve to the right, radius 60 feet (long chord bears North 45° 00' West, 84.85 feet) an arc distance of 94.25 feet to a point; thence North in a direct line a distance of 311.79 feet to a point; thence North 52° 16' 57" West, a distance of 869.69 feet to a point, said point being the true point of beginning of the following described parcel of land; thence West in a direct line 452.04 feet; thence Northwesterly on a curve to the right, radius 60 feet (long chord bears North 45° 00' West, 84.85 feet) an arc distance of 94.25 feet to a point; thence North in a direct line 336.00 feet to a point; thence South 52° 16' 57" East, a distance of 647.30 feet to a point, said point as hereinbefore referred to, the true point of beginning.

The above described Parcel 5 was conveyed by grant deed dated March 8, 1967, recorded in Book of Official Records of San Joaquin County, Vol. 3124, beginning at page 435.



The further conditions, notices and events stated in said deeds as prerequisites for the exercise by Grantors of said power of termination or right of entry shall remain in effect without modification.

It is not the intent of Grantors to release or modify Grantors' power of termination or right of entry for breach of any other conditions subsequent which are stated in said deeds.

IN WITNESS WHEREOF, Grantors have hereunto set their hands the day and year first above written.

Charles Raymond Van Buskirk
CHARLES RAYMOND VAN BUSKIRK

Bertha S. Van Buskirk
BERTHA S. VAN BUSKIRK

Grantors

STATE OF CALIFORNIA)
COUNTY OF SAN JOAQUIN) SS.

On this 28th day of December in the year One
Thousand Nine Hundred Seventy-one before me Bette Moriwa
Moriwa, a Notary Public in and for said County
and State, personally appeared CHARLES RAYMOND VAN BUSKIRK and
BERTHA S. VAN BUSKIRK, his wife-----

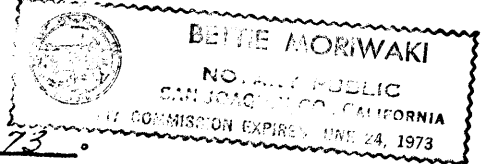
known to me to be the persons described in and whose names
are subscribed to the within instrument, and acknowledged
to me that they executed the same.

IN WITNESS WHEREOF, I have set my hand and affixed
my official seal in the County of San Joaquin, the day and
year in this certificate first above written.

NOTARY SEAL

Bette Moriwa
Notary Public in and for the
County of San Joaquin, State
of California

My Commission expires June 24, 19 73.



~~This is to certify that the interest in real property
conveyed by the modification of condition subsequent dated
from CHARLES RAYMOND VAN BUSKIRK and BERTHA S. VAN BUSKIRK,
his wife-----~~

~~-----
to City of Stockton, a political corporation, and/or governmental
agency, is hereby accepted by the undersigned pursuant to order
of the Stockton City Council adopted on November 5, 1956, a
certified copy of which resolution was recorded on September 10,
1957, in Book 1999, Page 414, Official Records of San Joaquin
County, and the grantee consents to recordation thereof by its
duly authorized officer.~~

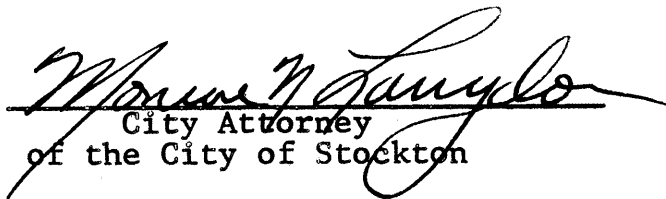
Dated: _____, 19____.

City Attorney of the City of
Stockton

This is to certify that the interest in real property
modification of condition subsequent,
conveyed by the/~~Charles Raymond Ven Buskirk~~ dated December 28, 1971,
from CHARLES RAYMOND VEN BUSKIRK and BERTHA S. VAN BUSKIRK,
his wife -----

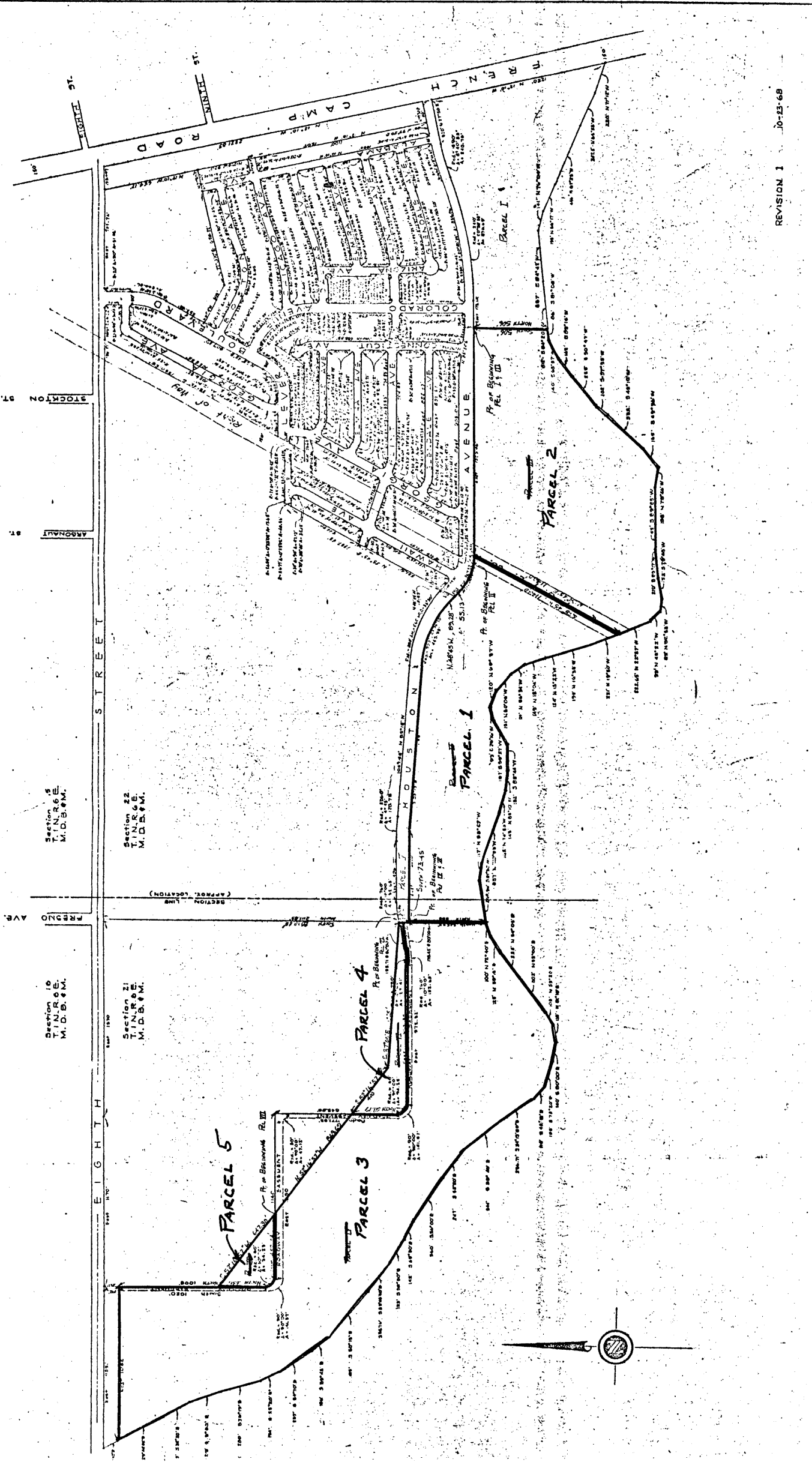
to City of Stockton, a political corporation and/or governmental
agency is hereby accepted by the undersigned pursuant to order of
the Stockton City Council adopted on November 5, 1956, a cer-
tified copy of which resolution was recorded on September 10,
1957, in Book 1999, Page 414, Official Records of San Joaquin
County, and the grantee consents to recordation thereof by its
duly authorized officer.

Dated: February 17, 1972.


City Attorney
of the City of Stockton



7260	at --- min. past <u>10 AM.</u>	FEB 18 1972
Recorded at request of <u>City of Stockton</u>		
Official Records Of	BOOK <u>3621</u> PAGE <u>198</u>	San Joaquin County
Fees \$ <u>10.00</u>	GEORGE H. CHAPMAN, County Recorder	



REVISION 1 10-23-68

VAN BUSKIRK PARK

CITY OF STOCKTON, CALIFORNIA			
SCALE 1/2" = 300'	DESIGNED BY	DATE	SHEET NO.
APPROVED BY	DRAWN BY	DATE	
TRACED BY	CHECKED BY		
APPROVED BY: [Signature] STOCKTON, CALIF. DATE: 10-23-68			

1040
CITY OF STOCKTON

DEPARTMENT OF LAW

CITY HALL

STOCKTON, CALIFORNIA 95202

MONROE N. LANGDON
CITY ATTORNEY

PAUL F. MORDY
ASSISTANT CITY ATTORNEY

THEODORE R. BRESLER
DEPUTY CITY ATTORNEY

TELEPHONE:
209-944-8333

March 17, 1972

Mr. John M. Jarrett
City Clerk
City Hall
Stockton, California

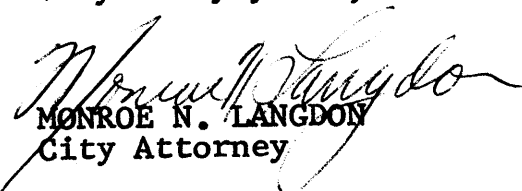
Dear Mr. Jarrett:

Attached please find executed and recorded MODIFICATION OF CONDITION SUBSEQUENT, dated December 28, 1971, between Charles Raymond Van Buskirk and his wife, and the City of Stockton, pertaining to the modification of that certain Condition Subsequent as to real properties conveyed to the City by Mr. and Mrs. Van Buskirk for use for public recreation or public park purposes.

Acceptance by the City was authorized by Ordinance No. 2204-C.S. of the Stockton City Council.

The attached document may be placed on file in your office.

Very truly yours,


MONROE N. LANGDON
City Attorney

MNL:jv
enc.

cc: **City Manager**
Right of Way Negotiator
Director of Public Works
Director of Parks and Recreation
Mr. and Mrs. Charles R. Van Buskirk

RECEIVED

MAR 20 1972

CITY CLERK
CITY OF STOCKTON

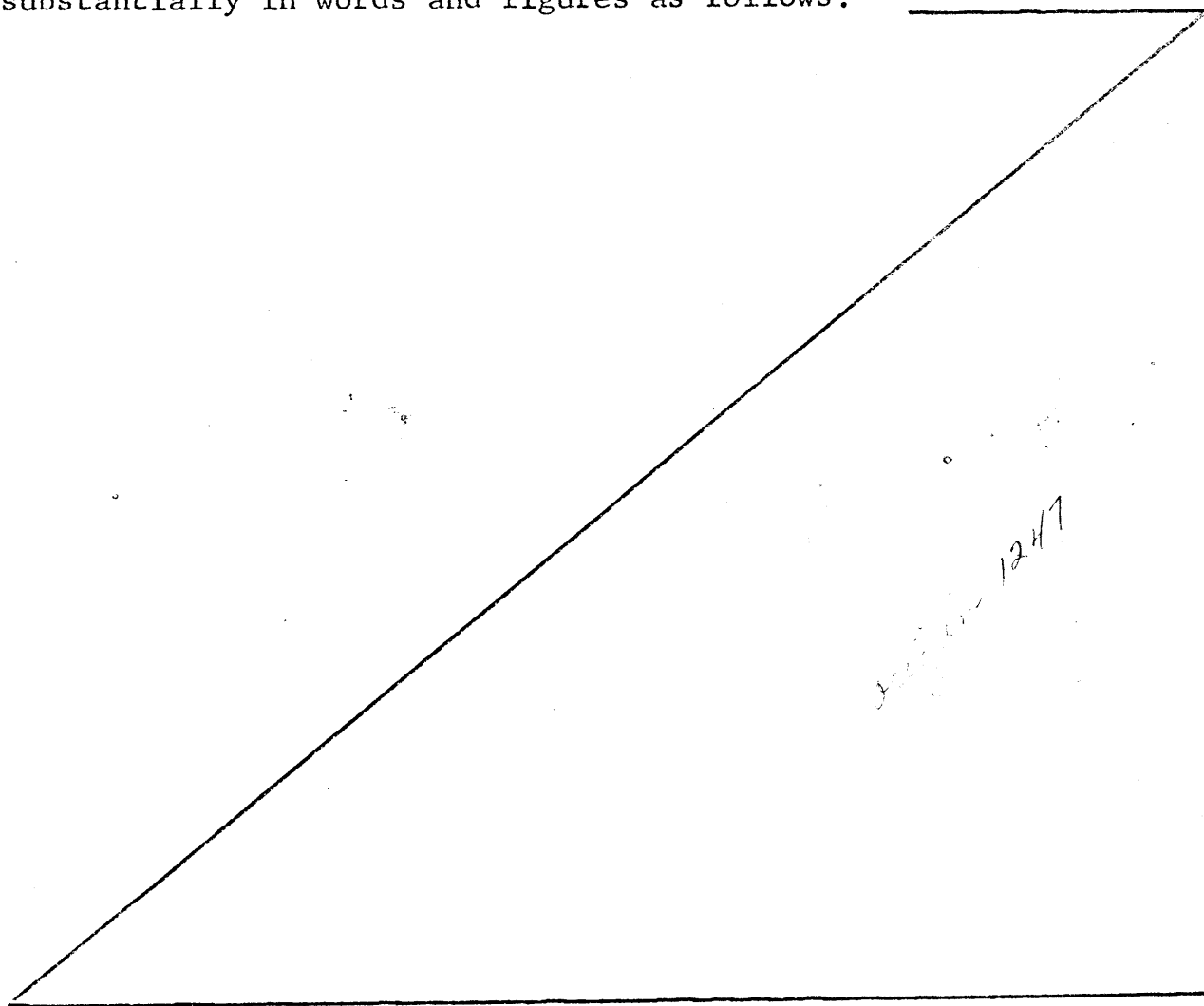
Approved as to correctness
of description.
THOMAS J. DO I
Director of Public Works
By _____
Date _____

ORDINANCE NO. 2204-C.S.

AN ORDINANCE AUTHORIZING ACCEPTANCE OF MODIFICATION OF CONDITION SUBSEQUENT, PERTAINING TO THE MODIFICATION OF THAT CERTAIN CONDITION SUBSEQUENT AS TO CERTAIN REAL PROPERTIES CONVEYED TO THE CITY OF STOCKTON BY CHARLES RAYMOND VAN BUSKIRK AND BERTHA S. VAN BUSKIRK, HIS WIFE, FOR USE FOR PUBLIC RECREATION OR PUBLIC PARK PURPOSES.

Be it ordained by the Council of the City of Stockton,
as follows:

Sec. 1. That the Modification of Condition Subsequent, pertaining to the modification of that certain Condition Subsequent as to real properties conveyed to the City of Stockton by CHARLES RAYMOND VAN BUSKIRK and BERTHA S. VAN BUSKIRK, his wife, for use for public recreation or public park purposes, is substantially in words and figures as follows:



1247

MODIFICATION OF CONDITION SUBSEQUENT

THIS MODIFICATION OF CONDITION SUBSEQUENT, made this _____ day of _____, 197__, by and between CHARLES RAYMOND VAN BUSKIRK and BERTHA S. VAN BUSKIRK, his wife, Grantors, and the City of Stockton, a Municipal Corporation, of the County of San Joaquin, State of California, Grantee.

W I T N E S S E T H:

Grantors have heretofore conveyed certain real property to Grantee, retaining to Grantors a power of termination or right of entry for breach of condition subsequent, said condition subsequent being as follows:

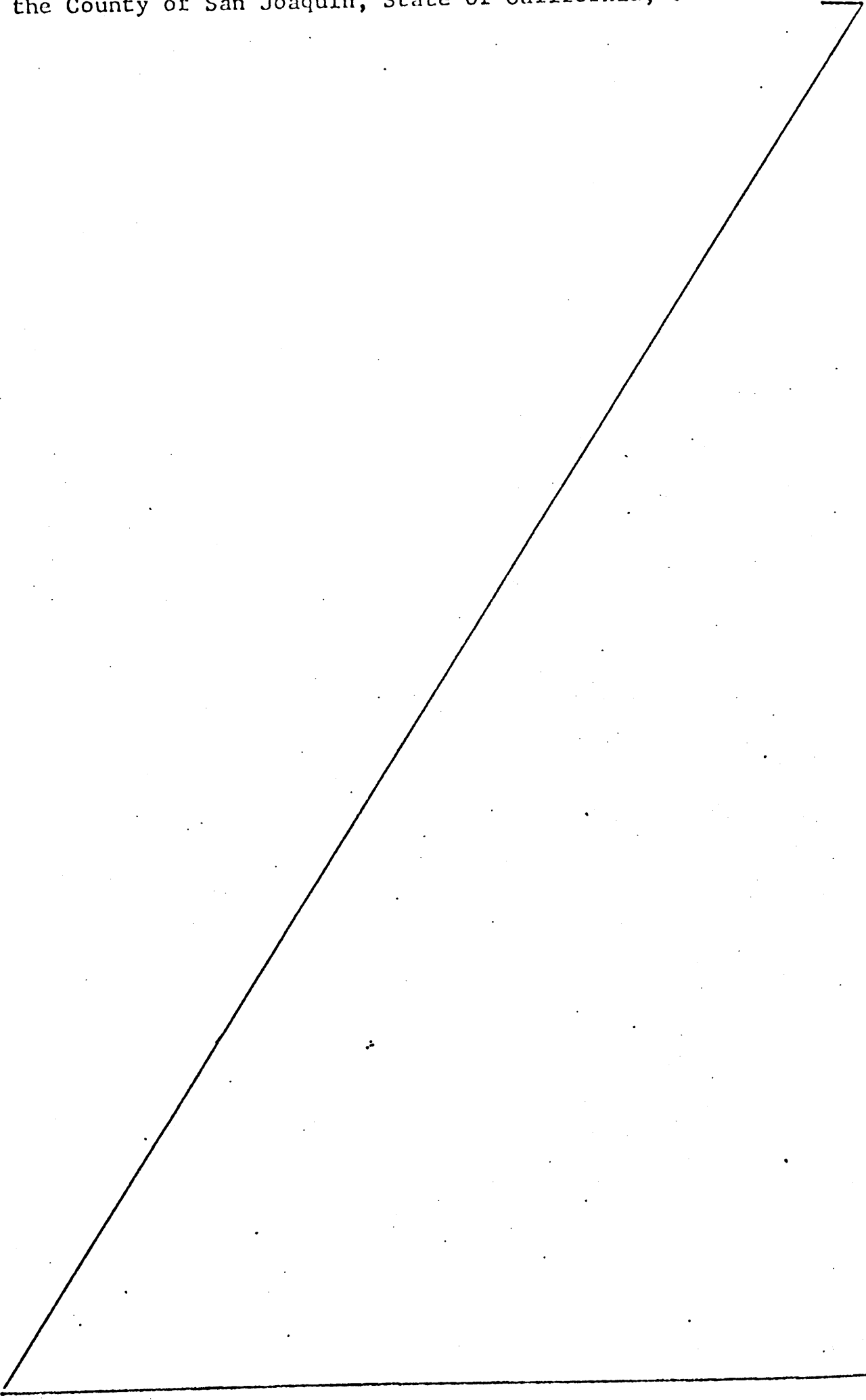
"That no intoxicating liquor shall be sold or offered for sale upon the premises."

Grantors now desire to modify said condition subsequent as to certain of said real property. The modification is to amend said condition subsequent to read as follows:

"That no intoxicating liquor except beer shall be sold or offered for sale upon the premises. For the purpose of this condition, 'beer' means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops or any other similar product, or any combination thereof in water, and includes ale, porter, brown, stout, lager beer, small beer and strong beer."

The real property for which this modification is made and the deeds in which the condition appears, are described and identified as follows, all the deeds being by and between

CHARLES RAYMOND VAN BUSKIRK and BERTHA S. VAN BUSKIRK, his wife,
Grantors, and the City of Stockton, a Municipal Corporation,
of the County of San Joaquin, State of California, Grantee:

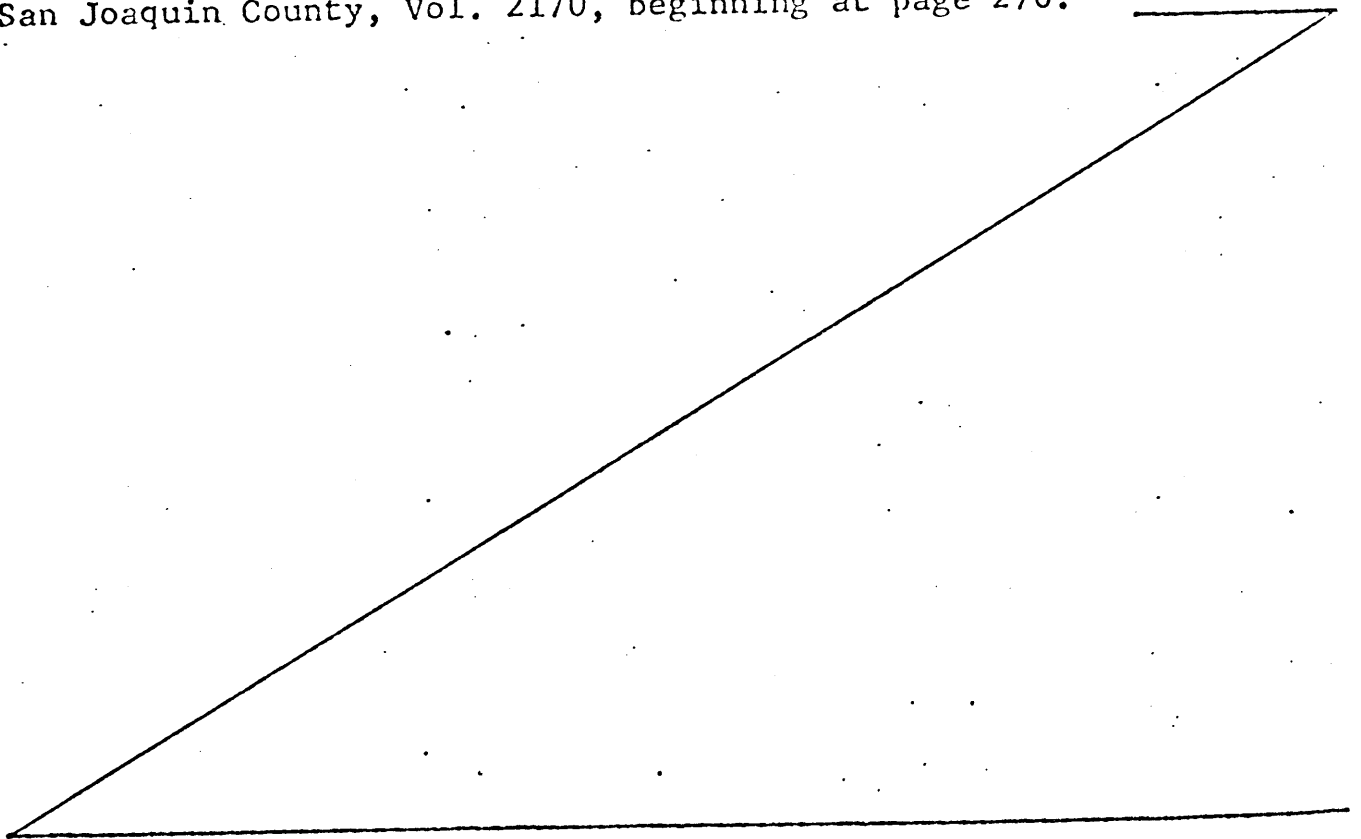


PARCEL 1

A tract of land in Section 21 and 22, Township 1 North, Range 6 East, Mount Diablo Base and Meridian, and more particularly described as follows:

Commencing at a concrete monument bearing due South 1,160.00 feet from the South-west corner of Lot 1 in Block 7 of Lever Village, Unit No. 1, as per map filed in Book of Maps, Vol. 14, page 22, San Joaquin County Records; thence due West 1,559.46 feet to an iron pipe in the center line of the 120 foot wide P.G. & E Co. easement for electric transmission lines, described in Book of Official Records of San Joaquin County, Vol. 325, at page 91, said last mentioned iron pipe being the Northeast corner and true point of beginning of the within described 35.87 acre tract; thence along the center line of said easement, South 28° 45' West 1,140.00 feet to the right bank of French Camp Slough; thence downstream along the right bank of French Camp Slough, as follows: North 19° 50' West 221.00 feet; North 16° 58' West 199.00 feet; North 15° 22' West 124.00 feet; North 18° 04' West 149.00 feet; North 36° 34' West 111.00 feet; North 50° 06' West 151.00 feet; North 69° 37' West 120.00 feet; South 76° 16' West 93.00 feet; South 59° 27' West 187.00 feet; South 88° 44' West 182.00 feet; North 83° 10' West 143.00 feet; North 74° 56' West 162.00 feet; North 70° 33' West 357.00 feet; North 83° 07' West 117.00 feet; South 81° 30' West 269.96 feet; thence leaving French Camp Slough, due North 533.00 feet to an iron pipe; thence due East 620.00 feet to an iron pipe; thence South 85° 15' East 1,136.00 feet to an iron pipe at beginning of curve; thence Southeasterly on a curve to the right, radius 700 feet, (long chord bears South 67° 00' East 433.43 feet) an arc distance of 445.93 feet to an iron pipe at end of curve; thence South 48° 45' East 144.41 feet to an iron pipe at beginning of curve; thence Southwesterly on a curve to the left, radius 367.32 feet (long chord bears South 69° 22' 30" East 258.78 feet) an arc distance of 264.45 feet to the iron pipe at the true point of beginning.

The above described Parcel 1 was conveyed by grant deed dated February 12, 1959, recorded in Book of Official Records of San Joaquin County, Vol. 2170, beginning at page 270.

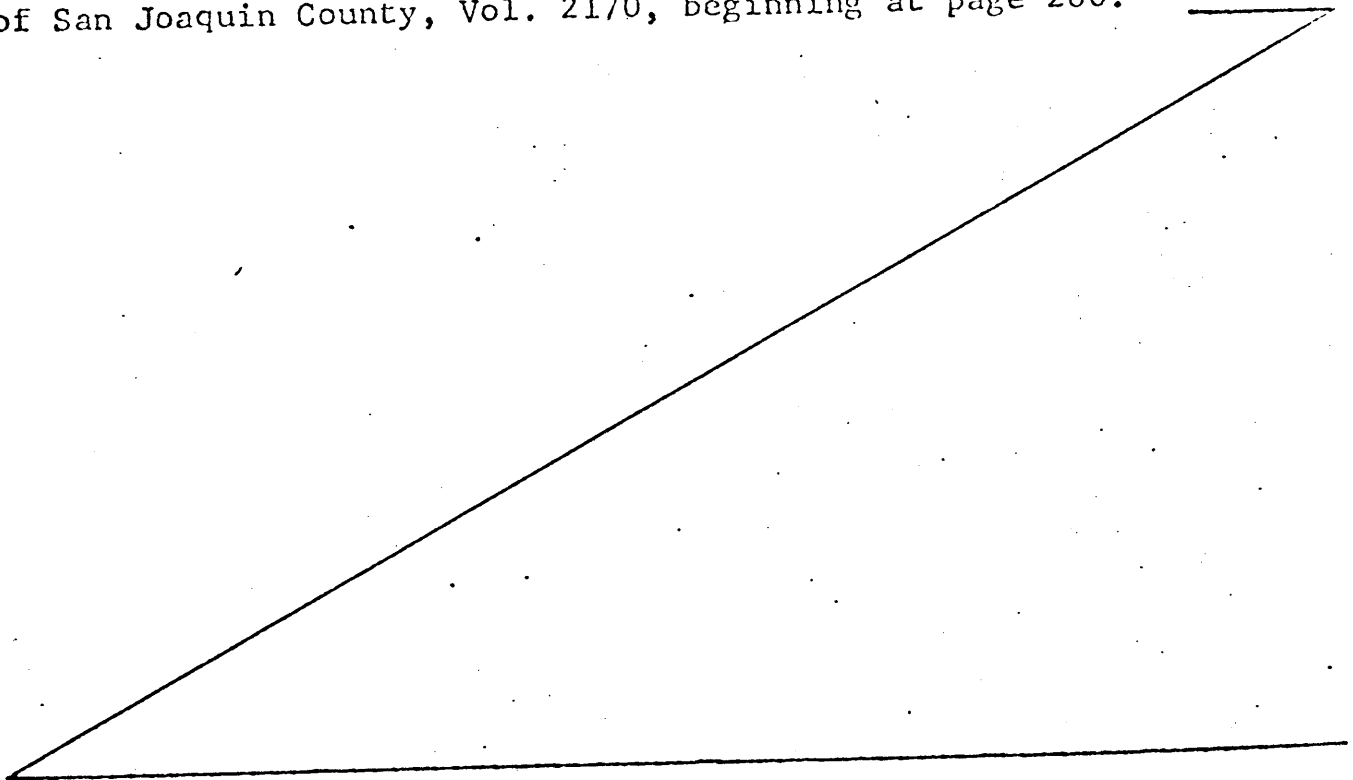


PARCEL 2

A tract of land situated in the County of San Joaquin, State of California, in Section 22, Township 1 North, Range 6 East Mount Diablo Base and Meridian, and more particularly described as follows:

Beginning at a concrete monument bearing due South 1160.00 feet from the Southwest corner of Lot 1 in Block 7 of Lever Village, Unit No. 1, according to the Official Map thereof filed in Vol. 14 of Maps, page 22, San Joaquin County Records; thence due South 506 feet to the Northerly or right bank of Walker Slough; thence downstream along the Northerly or right bank of Walker Slough as follows: South 81° 08' West 86 feet; South 63° 37' West 140 feet; South 53° 16' West 162 feet; South 50° 47' West 253 feet; South 37° 53' West 102 feet; South 43° West 332 feet; South 49° 56' West 165 feet to the junction of Walker Slough with French Camp Slough; thence downstream along the Northerly or right bank of French Camp Slough, as follows: North 78° 46' West 138 feet; South 89° 35' West 411 feet; South 85° 17' West 219 feet; South 79° 48' West 152 feet; North 82° 53' West 89 feet; North 43° 22' West 99 feet; North 22° 27' West 222.65 feet to a point in the center line of the 120 foot wide P.G. & E. Company easement for electric transmission lines, described in Book of Official Records of San Joaquin County, Vol. 325, page 91; thence along the center line of said easement, North 28° 45' East 1140 feet to a point bearing due West from the point of beginning; thence due East 1559.46 feet to the point of beginning.

The above described Parcel 2 was conveyed by grant deed dated February 12, 1959, recorded in Book of Official Records of San Joaquin County, Vol. 2170, beginning at page 260.

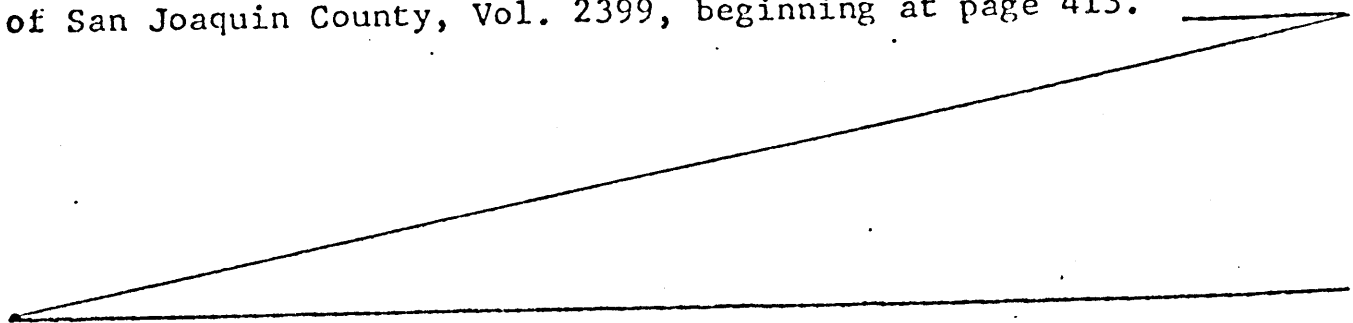


PARCEL 3

A tract of land situated in the County of San Joaquin, State of California, in Section 21, Township 1 North, Range 6 East, Mount Diablo Base and Meridian, and more particularly described as follows:

Beginning at an iron pipe at the Northwest corner of the 35.87 acre tract described in deed to the City of Stockton, recorded in Book of Official Records of San Joaquin County, Vol. 2146 at page 233; thence due North 42.99 feet to an iron pipe; thence South 80° 00' West, 183.71 feet to an iron pipe at beginning of curve; thence Westerly on a curve to the right, radius 730 feet (long chord bears South 85° 00' West, 127.25 feet) an arc distance of 127.41 feet to an iron pipe at end of curve; thence due West 972.32 feet to an iron pipe at beginning of curve; thence Northwesterly on a curve to the right, radius 60 feet (long chord bears North 45° 00' West 84.85 feet) an arc distance of 94.25 feet to an iron pipe at end of curve; thence due North 843.85 feet to an iron pipe; thence due West 1140 feet to an iron pipe at beginning of curve; thence Northwesterly on a curve to the right, radius 60 feet (long chord bears North 45° 00' West, 84.85 feet) an arc distance of 94.25 feet to an iron pipe at end of curve; thence due North 1008 feet to an iron pipe which bears West 2540 feet and South 140 feet from an iron rod at the intersection of the center line of Eighth Street and Fresno Avenue; thence due West, parallel to and 140 feet South of the center line of Eighth Street, a distance of 1082 feet to the right bank of the San Joaquin River; thence upstream along the right bank of the San Joaquin River, as follows: South 29° 40' 45" East, 359.04 feet; South 28° 30' East, 203 feet; South 19° 30' East, 213 feet; South 16° 15' East, 280 feet; South 25° 20' East, 154 feet; South 34° 10' East, 255 feet; South 39° 45' East, 156 feet; South 50° 15' East, 415 feet; South 53° 43' 40" East, 254.76 feet; South 58° 30' East, 183 feet; South 63° 30' East, 142 feet; South 56° 00' East, 360 feet to the mouth of French Camp Slough; thence upstream along the right bank of French Camp Slough, as follows: South 53° 20' East, 247 feet; South 38° 40' East, 344 feet; South 34° 13' 30" East, 256.71 feet; South 48° 15' East, 110 feet; South 73° 20' East, 183 feet; South 80° 00' East, 140 feet; North 81° 10' East, 118 feet; North 59° 20' East, 103 feet; North 53° 00' East, 302 feet; North 54° 05' East, 225 feet; North 58° 15' East, 125 feet; North 72° 40' East, 100 feet to the Southwest corner of above-mentioned 35.87 acre tract; thence along the West line of said 35.87 acre tract, due North 533 feet to the point of beginning. EXCEPT portion conveyed to Charles Raymond Van Buskirk, et ux, by deed executed by City of Stockton and recorded May 17, 1967, in Book of Official Records, Vol. 3124, page 441, San Joaquin County Records.

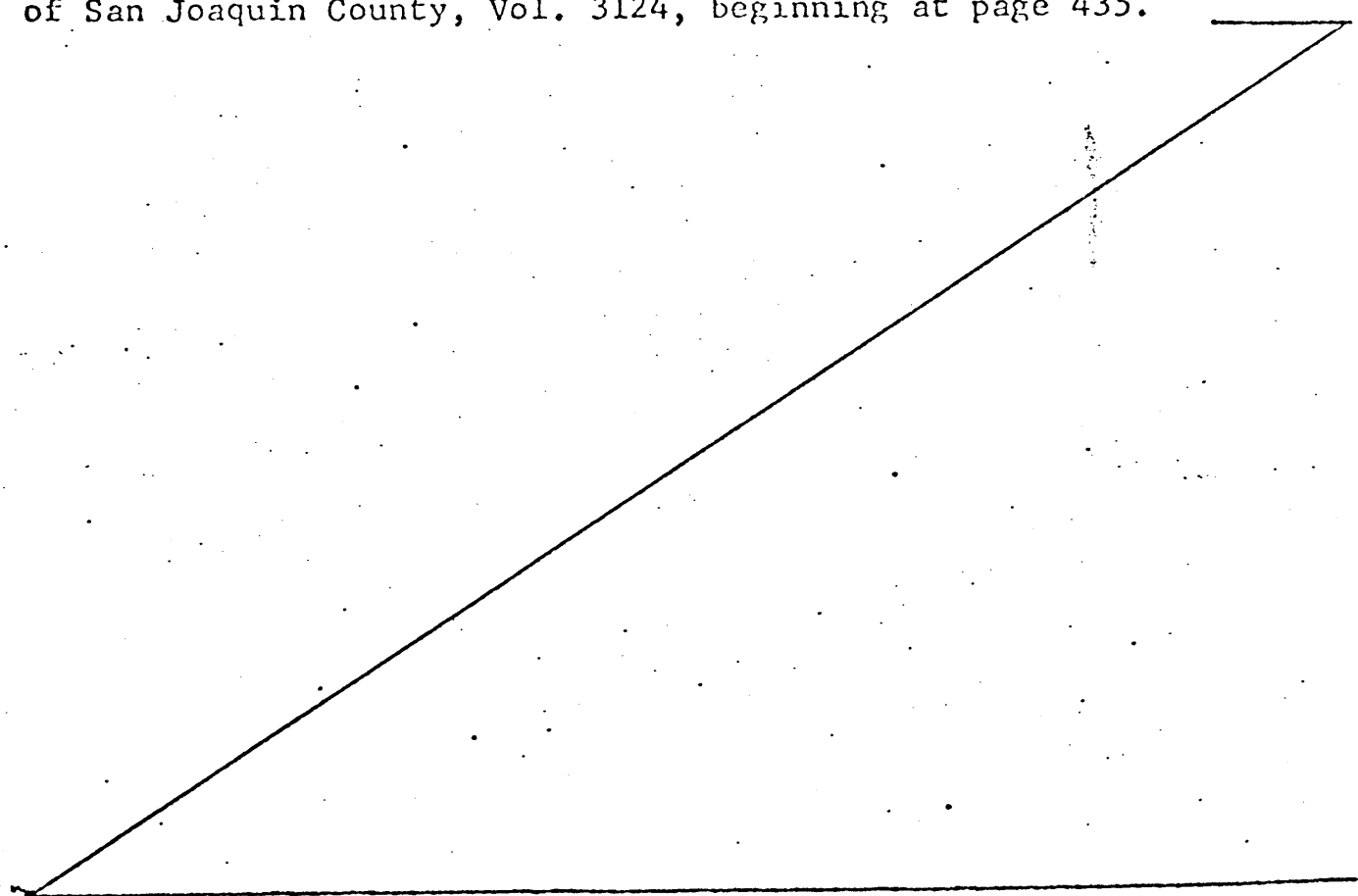
The above described Parcel 3 was conveyed by grant deed dated February 28, 1961, recorded in Book of Official Records of San Joaquin County, Vol. 2399, beginning at page 413.



PARCEL 4

A portion of Section 21, Township 1 North, Range 6 East, Mount Diablo Base and Meridian, described as follows: Commencing at the intersection of the existing center line of Fresno Avenue, a 40-foot wide street, with the existing center line of Eighth Street, an 80-foot wide street; thence South in a direct line a distance of 2038.40 feet to a point, said point being the true point of beginning of the following described parcel of land; thence South in a direct line a distance of 30.46 feet to a point; thence South $80^{\circ} 00'$ West, a distance of 183.71 feet to a point; thence Southwesterly on a curve to the right, radius 730.00 feet (long chord bears South $85^{\circ} 00'$ West, 127.25 feet) an arc distance of 127.41 feet to a point; thence West in a direct line 972.32 feet to a point; thence Northwesterly on a curve to the right, radius 60 feet (long chord bears North $45^{\circ} 00'$ West, 84.85 feet) an arc distance of 94.25 feet to a point; thence North in a direct line a distance of 311.79 feet to a point; thence South $52^{\circ} 16' 57''$ East, a distance of 400.00 feet to a point; thence South $87^{\circ} 00'$ East, a distance of 1025.00 feet to a point, said point as hereinbefore referred to, the true point of beginning.

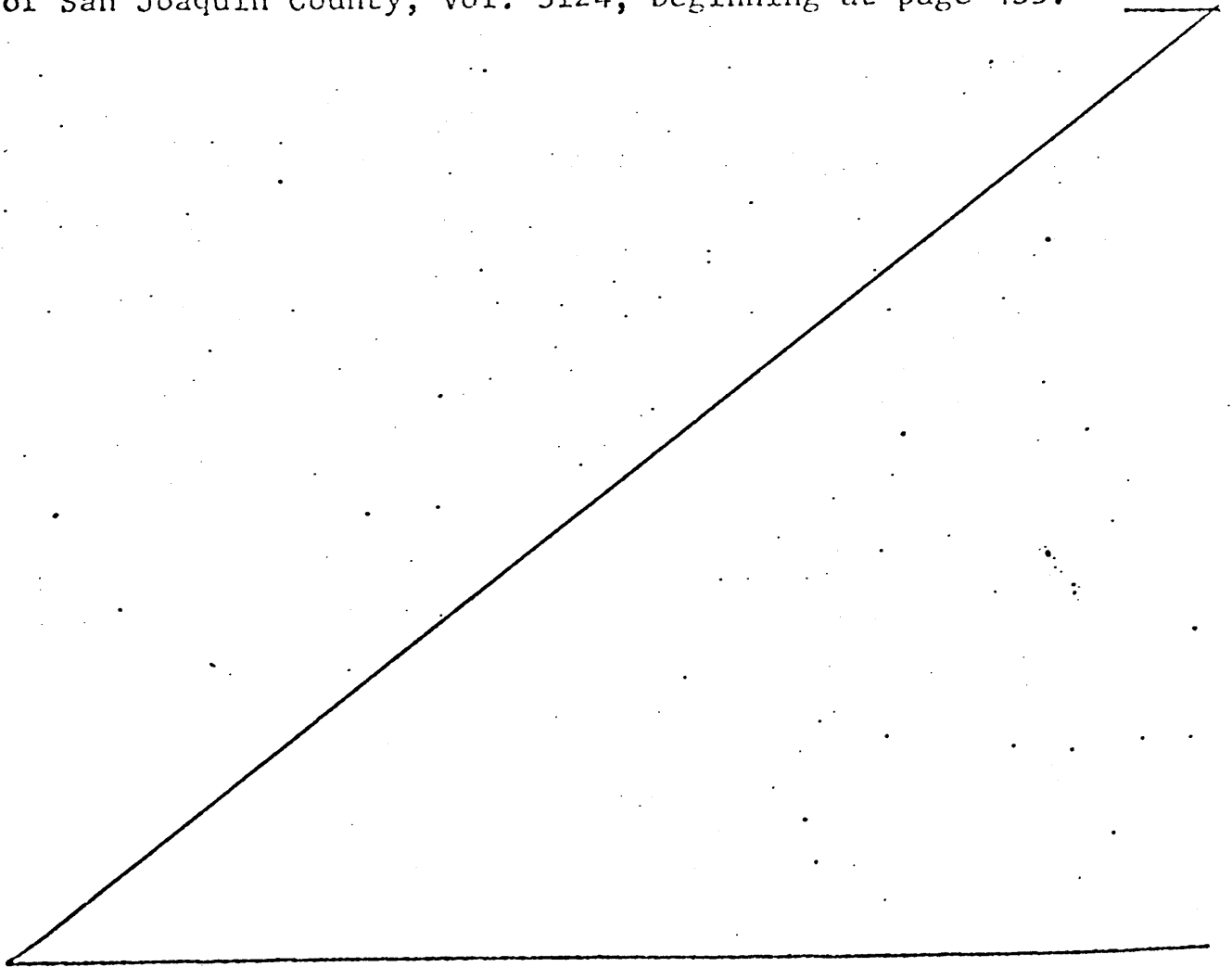
The above described Parcel 4 was conveyed by grant deed dated March 8, 1967, recorded in Book of Official Records of San Joaquin County, Vol. 3124, beginning at page 435.



PARCEL 5

A portion of Section 21, Township 1 North, Range 6 East, Mount Diablo Base and Meridian, described as follows: Commencing at the intersection of the existing center line of Fresno Avenue, a 40 foot wide street with the existing center line of Eighth Street, a 80 foot wide street; thence South in a direct line a distance of 2038.40 feet to a point; thence South in a direct line, a distance of 30.46 feet to a point; thence South $80^{\circ} 00'$ West, a distance of 183.71 feet to a point; thence Southwesterly on a curve to the right, radius 730 feet (long chord bears South $85^{\circ} 00'$ West, 127.25 feet) an arc distance of 127.41 feet to a point; thence West in a direct line 972.32 feet to a point; thence Northwesternly on a curve to the right, radius 60 feet (long chord bears North $45^{\circ} 00'$ West, 84.85 feet) an arc distance of 94.25 feet to a point; thence North in a direct line a distance of 311.79 feet to a point; thence North $52^{\circ} 16' 57''$ West, a distance of 869.69 feet to a point, said point being the true point of beginning of the following described parcel of land; thence West in a direct line 452.04 feet; thence Northwesternly on a curve to the right, radius 60 feet (long chord bears North $45^{\circ} 00'$ West, 84.85 feet) an arc distance of 94.25 feet to a point; thence North in a direct line 336.00 feet to a point; thence South $52^{\circ} 16' 57''$ East, a distance of 647.30 feet to a point, said point as hereinbefore referred to, the true point of beginning.

The above described Parcel 5 was conveyed by grant deed dated March 8, 1967, recorded in Book of Official Records of San Joaquin County, Vol. 3124, beginning at page 435.



The further conditions, notices and events stated in said deeds as prerequisites for the exercise by Grantors of said power of termination or right of entry shall remain in effect without modification.

It is not the intent of Grantors to release or modify Grantors' power of termination or right of entry for breach of any other conditions subsequent which are stated in said deeds.

IN WITNESS WHEREOF, Grantors have hereunto set their hands the day and year first above written.

CHARLES RAYMOND VAN BUSKIRK

BERTHA S. VAN BUSKIRK

Grantors

Sec. 2. That the Mayor is hereby authorized to execute any documents necessary to carry out the purposes hereof, and the City Attorney is hereby directed to record the document received hereunder at the appropriate time.

Sec. 3. This ordinance shall take effect and be in full force from and after thirty (30) days from its final passage.



OFFICE OF
THE CITY MANAGER

STOCKTON, CALIFORNIA 95202

January 10, 1972

The Honorable City Council
City of Stockton, California

SUBJECT: MODIFICATION TO DEED CONVEYED TO CITY OF STOCKTON
BY MR. AND MRS. VAN BUSKIRK

An ordinance accepting conditions relative to real property that was conveyed to the City of Stockton by Mr. and Mrs. Van Buskirk is recommended.

This amendment pertains to only that portion of Van Buskirk Park that has been developed for golfing activities.

The deed conveying the property to the City contains a condition that no intoxicating liquors could be sold or offered for sale upon the premises. The modification will permit the sale of beer on the golf course property.

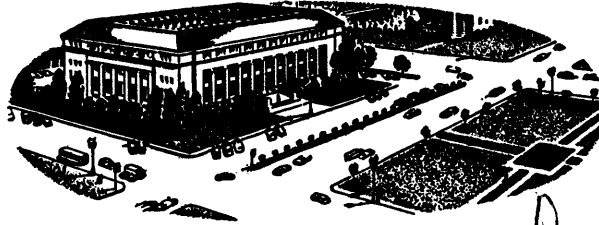
ELDER GUNTER
CITY MANAGER

EG/CMC:kh

cc: City Attorney
File Supervisor
Stockton Record
Stations KJOY
KOV
KSTN
KWG
KXTV

CITY OF STOCKTON
STOCKTON, CALIFORNIA

CITY ATTORNEY
CITY HALL



June 8, 1959


Miss B. L. Trahern
City Clerk
City Hall
Stockton, California

Dear Miss Trahern:

On May 25, 1959, this office forwarded to you for filing two deeds from Charles Raymond Van Buskirk and Bertha S. Van Buskirk, his wife, both of which were dated February 12, 1959. Deed conveying 35.87 acres of property was authorized by Ordinance No. 203-C.S. and deed conveying 44.74 acres of property was authorized by Ordinance No. 204-C.S.

I have secured policy of title insurance from the Western Title Insurance and Guaranty Company, being Policy No. 1144, insuring the title of the City of Stockton in and to the property conveyed by the above mentioned deeds, in the sum of \$41,000. Attached hereto is said policy of title insurance which I ask that you file with the documents forwarded to you on May 25, 1959.

Very truly yours,


MONROE N. LANGDON
City Attorney

MNL:mk
enc.

cc: City Manager
Director of Finance
City Engineer
Director of Parks and Recreation
Director of Personnel Services

D-1090-59

JAN 12 1958 6468

APR 27 1959

17267

D E E D

THIS DEED, made this 12th day of February 1959, by and between CHARLES RAYMOND VAN BUSKIRK and BERTHA S. VAN BUSKIRK, his wife, Grantors, and the CITY OF STOCKTON, a Municipal Corporation, of the County of San Joaquin, State of California, Grantee,

W I T N E S S E T H:

Grantors grant to Grantee that certain real property situate, lying and being in the City of Stockton, County of San Joaquin, State of California, described as follows, to wit:

A tract of land situated in the County of San Joaquin, State of California, in Section 22, Township 1 North, Range 6 East, Mount Diablo Base and Meridian, and more particularly described as follows, to wit:

Beginning at a concrete monument bearing due South 1160.00 feet from the southwest corner of Lot 1 in Block 7 of Lever Village, Unit No. 1, as per map filed in Book of Maps, Vol. 14, Page 22, San Joaquin County Records; thence due South 506 feet to the northerly or right bank of Walker Slough; thence downstream along the northerly or right bank of Walker Slough, as follows: South 81° 08' West 86 feet; South 63° 37' West 140 feet; South 53° 16' West 162 feet; South 50° 47' West 253 feet; South 37° 53' West 102 feet; South 43° 10' West 332 feet; South 49° 56' West 165 feet to the junction of Walker Slough with French Camp Slough; thence downstream along the northerly or right bank of French Camp Slough, as follows: North 78° 46' West 138 feet; South 89° 35' West 411 feet; South 85° 17' West 219 feet; South 79° 48' West 152 feet; North 82° 53' West 89 feet; North 43° 22' West 99 feet; North 22° 27' West 222.65 feet to a point in the center line of the 120 foot wide P. G. & E. Co. Easement for Electric Transmission Lines, described in Book of Official Records of San Joaquin County, Vol. 325, Page 91; thence along the center line of said Easement, North 28° 45' East 1140 feet to a point bearing due west from the point of beginning; thence due East 1559.46 feet to the point beginning, and containing 44.74 acres.

Subject to above mentioned Easement for Electric Transmission Lines along the west side of above described property.

Also subject to all Rights of Way and Easements of records, and Existing Electric Power Lines, Underground Telephone Cables, and the levees of Reclamation District No. 404,

Charles B. Buskirk
~~pursuant to City Ordinance No. _____ to the terms and conditions of which~~

~~Grantors hereby consent,~~ subject to the reservations and conditions hereinafter set forth:

RESERVATIONS:

1. Grantors reserve the right to maintain upon the granted parcels such pumping plants, ditches, and pipe lines as they shall deem necessary or proper

for the irrigation of their lands lying adjacent to the granted parcels, with rights of way along and adjacent to the same for their operation, maintenance and repair, and with the right to alter and add to such irrigation facilities from time to time. These rights shall cease as to any portion of such adjacent lands whenever such portion shall cease for a period of one full calendar year to be used for agricultural purposes, including the raising of livestock, or shall cease to be contiguous to any portion of such adjacent lands still used for agricultural purposes.

2. Grantors reserve the right to use the above described property for agricultural purposes, including the raising of livestock for a period of ten years from date hereof, subject to the paramount right of the Grantee during said period to make and construct such plantings, excavations, fills, roadways, paths, fences, buildings, bridges and other works as it may deem proper for the purpose of developing the premises for public recreation or public park purposes, including use by nonsectarian character building organizations financed mainly by donations from the general public or for a combination of any of the foregoing uses. While development work is being carried on, the land may be used for agricultural purposes to such extent as shall not interfere with such work. When any area consisting of five acres or more has been developed to such extent as to be ready for said public uses, notice thereof shall be given in writing to Grantors, and all agricultural use of the designated area shall cease within ninety (90) days after the completion of harvesting of any crops then upon the area; provided that Grantors shall retain rights of way across such parcel as shall be reasonably necessary for the convenient farming of other areas.

CONDITIONS SUBSEQUENT:

1. That the above described property shall be maintained and used only for public recreation or public park purposes, including use by nonsectarian character building organizations financed mainly by general public donations, or for a combination of any of the foregoing uses.

2. That no intoxicating liquor shall be sold or offered for sale upon the premises.

If the property or any portion or portions thereof shall be used in violation of either of the foregoing conditions, and such violation shall continue for a period of one hundred eighty (180) days after written notice thereof by the Grantors, their heirs, assigns and successors in interest or any one of them, has been filed with the City Clerk of the City of Stockton, California, then the portion or portions so used shall revert to and become the property of Grantors, their heirs, assigns and successors in interest, and the latter thereupon shall have the right to re-enter the portion or portions so forfeited and take possession thereof. These conditions shall bind the City of Stockton, its successors and assigns forever.

In addition to the foregoing, any one or more of the aforesaid Grantors and their heirs, assigns and successors in interest shall have the right to enjoin any violation of the aforesaid restrictions and conditions as a public nuisance.

All covenants, conditions, reservations, and restrictions herein contained shall inure to the benefit of, and be binding upon, the heirs, devisees, assignees and successors in interest of all parties hereto, and shall run with the land.

IN WITNESS WHEREOF, Grantors have hereunto set their hands the day and year first above written.


CHARLES RAYMOND VAN BUSKIRK

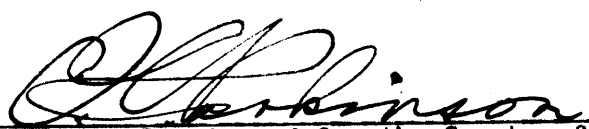

BERTHA S. VAN BUSKIRK

- Grantors -


STATE OF CALIFORNIA)
) SS
 COUNTY OF SAN JOAQUIN)

On this 12th day of February 1959, before me, O. C. PARKINSON,
 a Notary Public in and for said County and State, residing therein, duly
 commissioned and qualified, personally appeared CHARLES RAYMOND VAN BUSKIRK and
 BERTHA S. VAN BUSKIRK, his wife, known to me to be the persons described in
 and whose names are subscribed to the within instrument, and they acknowledged
 to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official
 Seal at my office in the County of San Joaquin, the day and year in this
 certificate first above written.


 NOTARY PUBLIC in and for the County of
 San Joaquin, State of California.

COMBREL 6468

RECORDED BY	
PARKINSON, NICHOLS, & GORE	
FEB 13 1959	3:40 pm
In. BOOK 2146	PAGE 237
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY	
	
County Recorder	
Fees \$	1.00

(continued)

This is to certify that the interest in real
property conveyed by the deed or grant dated February
12th, 1959 from CHARLES RAYMOND VAN BUSKIRK and
BERTHA S. VAN BUSKIRK, his wife, - - - - -
- - - - -
- - - - -

to City of Stockton, a political corporation and/or govern-
mental agency is hereby accepted by the undersigned pur-
suant to order of the Stockton City Council adopted on
November 5, 1956, a certified copy of which resolution was
recorded on September 10, 1957, in Book 1999, Page 414,
Official Records of San Joaquin County, and the grantee con-
sents to recordation thereof by its duly authorized officer.

Dated: April 24th, 19 59

17267

Monroe W. Langdon
City Attorney
of the City of Stockton

COMPARED

RECORDED BY	
City of Stockton	
APR 27 1959	8:35 am
in. BOOK 2170	PAGE 260
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY	
<i>George N. Chapman</i>	
County Recorder	
Fees \$	<i>1.00</i>

D 1090-59

Scale: 1" = 300'

P. G. & E. Co. Easement for Electric Transmission Lines

Point of Commencement
S.W. cor. Lot 1, Block 7
Lever Village No. 1

Conc.
Mon.

South 1160'

Pt. of Beginning

East 1559.46'

South 506'

44.74 Acs.

N 28° 45' E 1140'

S 81° 08' W 86'

S 63° 37' W 140'

S 53° 16' W 162'

S 50° 47' W 253'

S 37° 53' W 102'

S 43° 16' W 332'

S 49° 56' W 165'

N 78° 46' W 138'

S 89° 35' W 411'

S 85° 17' W 219'

S 79° 48' W 152'

N 82° 53' W 89'

N 43° 22' W 99'

N 22° 27' W 222.65'

SLOUGH

WALKER

FRENCH CAMP SLOUGH

MAP SHOWING PROPERTY TO BE DEEDED TO
THE CITY OF STOCKTON BY CHARLES RAYMOND
VAN BUSKIRK AND BERTHA S. VAN BUSKIRK

D 1090-59

1144

Fee for Title Insurance and
examination of title \$ 258.00

207

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

ESTABLISHED 1848

INCORPORATED 1902

A CORPORATION OF CALIFORNIA, HEREIN CALLED THE COMPANY,
FOR A VALUABLE CONSIDERATION, PAID FOR THIS POLICY OF TITLE INSURANCE

DOES HEREBY INSURE

CITY OF STOCKTON

together with the persons and corporations included in the definition of "the insured" as set forth in the Stipulations of this policy, against loss or damage not exceeding

FORTY-ONE THOUSAND (\$41,000.00) dollars,

which the insured shall sustain by reason of:

1. Title to the land described in Schedule C being vested, at the date hereof, otherwise than as herein stated; or
2. Unmarketability, at the date hereof, of the title to said land of any vestee named herein, unless such unmarketability exists because of defects, liens, encumbrances, or other matters shown or referred to in Schedule B; or
3. Any defect in, or lien or encumbrance on, said title, existing at the date hereof, not shown or referred to in Schedule B; or
4. Any defect in the execution of any mortgage or deed of trust shown in Schedule B securing an indebtedness, the owner of which is insured by this policy, but only insofar as such defect affects the lien or charge of such mortgage or deed of trust upon said land; or
5. Priority, at the date hereof, over any such mortgage or deed of trust, of any lien or encumbrance upon said land, except as shown in Schedule B, such mortgage or deed of trust being shown in the order of its priority in Part Two of Schedule B;

all subject, however, to Schedules A, B and C and the Stipulations herein, all of which schedules and stipulations are hereby made a part of this policy.

IN WITNESS WHEREOF, WESTERN TITLE INSURANCE AND GUARANTY COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officer, this 2nd day of March, 19 59, at 8:00 a. m.

WESTERN TITLE INSURANCE AND GUARANTY COMPANY

By

[Signature]

Vice-President.

SCHEDULE A

Title to the land described in Schedule C is at the date hereof vested in:

CITY OF STOCKTON, a municipal corporation

STIPULATIONS

1. SCOPE OF COVERAGE

This policy does not insure against, and the Company will not be liable for loss or damage created by or arising out of any of the following: (a) defects, liens, claims, encumbrances, or other matters which result in no pecuniary loss to the insured; (b) defects, liens, encumbrances, or other matters created or occurring subsequent to the date hereof; (c) defects, liens, encumbrances, or other matters created or suffered by the insured claiming such loss or damage; or (d) defects, liens, claims, encumbrances, or other matters existing at the date of this policy and known to the insured claiming such loss or damage, either at the date of this policy or at the date such insured claimant acquired an estate or interest insured by this policy, unless such defect, lien, claim, encumbrance or other matter shall have been disclosed to the Company in writing prior to the issuance of this policy or appeared at the date of this policy on the public records. Any rights or defenses of the Company against a named insured shall be equally available against any person or corporation who shall become an insured hereunder as successor of such named insured.

2. DEFENSE OF ACTIONS. NOTICE OF ACTIONS OR CLAIMS TO BE GIVEN BY THE INSURED

The Company at its own cost shall defend the insured in all litigation consisting of actions or proceedings against the insured, or defenses, restraining orders, or injunctions interposed against a foreclosure or sale of said land in satisfaction of any indebtedness, the owner of which is insured by this policy, which litigation is founded upon a defect, lien, encumbrance, or other matter insured against by this policy, and may pursue such litigation to final determination in the court of last resort. In case any such litigation shall become known to any insured, or in case knowledge shall come to any insured of any claim of title or interest which is adverse to the title as insured or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, such insured shall notify the Company thereof in writing. If such notice shall not be given to the Company at least two days before the appearance day in any such litigation, or if such insured shall not, in writing, promptly notify the Company of any defect, lien, encumbrance, or other matter insured against, or of any such adverse claim which shall come to the knowledge of such insured, in respect to which loss or damage is apprehended, then all liability of the Company as to each insured having such knowledge shall cease and terminate; provided, however, that failure to so notify the Company shall in no case prejudice the claim of any insured unless the Company shall be actually prejudiced by such failure. The Company shall have the right to institute and prosecute any action or proceeding or do any other act which, in its opinion, may be necessary or desirable to establish the title, or any insured lien or charge, as insured. In all cases where this policy permits or requires the Company to prosecute or defend any action or proceeding, the insured shall secure to it in writing the right to so prosecute or defend such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the insured for such purpose. Whenever requested by the Company the insured shall assist the Company in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, prosecuting or defending such action or proceeding, to such extent and in such manner as is deemed desirable by the Company, and the Company shall reimburse the insured for any expense so incurred. The Company shall be subrogated to and be entitled to all costs and attorneys' fees incurred or expended by the Company, which may be re-

coverable by the insured in any litigation carried on by the Company on behalf of the insured. The word "knowledge" in this paragraph means actual knowledge, and does not refer to constructive knowledge or notice which may be imputed by the public records.

3. NOTICE OF LOSS. LIMITATION OF ACTION

A statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been ascertained. No action or proceeding for the recovery of any such loss or damage shall be instituted or maintained against the Company until after full compliance by the insured with all the conditions imposed on the insured by this policy, nor unless commenced within twelve months after receipt by the Company of such written statement.

4. OPTION TO PAY, SETTLE, OR COMPROMISE CLAIMS

The Company reserves the option to pay, settle, or compromise for, or in the name of, the insured, any claim insured against or to pay this policy in full at any time, and payment or tender of payment of the full amount of this policy, together with all accrued costs which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder, including all obligations of the Company with respect to any litigation pending and subsequent costs thereof.

5. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, it shall be subrogated to and be entitled to all rights, securities, and remedies which the insured would have had against any person or property in respect to such claim, had this policy not been issued. If the payment does not cover the loss of the insured, the Company shall be subrogated to such rights, securities, and remedies in the proportion which said payment bears to the amount of said loss. In either event the insured shall transfer, or cause to be transferred, to the Company such rights, securities, and remedies, and shall permit the Company to use the name of the insured in any transaction or litigation involving such rights, securities, or remedies.

6. OPTION TO PAY INSURED OWNER OF INDEBTEDNESS AND BECOME OWNER OF SECURITY

The Company has the right and option, in case any loss is claimed under this policy by an insured owner of an indebtedness secured by mortgage or deed of trust, to pay such insured the indebtedness of the mortgagor or trustor under said mortgage or deed of trust, together with all costs which the Company is obligated hereunder to pay, in which case the Company shall become the owner of, and such insured shall at once assign and transfer to the Company, said mortgage or deed of trust and the indebtedness thereby secured, and such payment shall terminate all liability under this policy to such insured.

7. PAYMENT OF LOSS AND COSTS OF LITIGATION. INDORSEMENT OF PAYMENT ON POLICY

The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the insured in litigation carried on by the Company for the insured, and in litigation carried on by the insured with the written authorization of the Company, but not otherwise. The liability of the Company under this policy shall in no case exceed, in all,

the actual loss of the insured and costs which the Company is obligated hereunder to pay, and in no case shall such total liability exceed the amount of this policy and said costs. All payments under this policy shall reduce the amount of the insurance pro tanto, and payment of loss or damage to an insured owner of indebtedness shall reduce, to that extent, the liability of the Company to the insured owner of said land. No payment may be demanded by any insured without producing this policy for indorsement of such payment.

8. MANNER OF PAYMENT OF LOSS TO INSURED

Loss under this policy shall be payable, first, to any insured owner of indebtedness secured by mortgage or deed of trust shown in Schedule B, in order of priority therein shown, and if such ownership vests in more than one, payment shall be made ratably as their respective interests may appear, and thereafter any loss shall be payable to the other insured, and if more than one, then to such insured ratably as their respective interests may appear. If there be no such insured owner of indebtedness, any loss shall be payable to the insured, and if more than one, to such insured ratably as their respective interests may appear.

9. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "named insured": the persons and corporations named as insured on the first page of this policy;
- (b) "the insured": such named insured together with (1) each successor in ownership of any indebtedness secured by any mortgage or deed of trust shown in Schedule B, the owner of which indebtedness is named herein as an insured, (2) any such owner or successor in ownership of any such indebtedness who acquires the land described in Schedule C or any part thereof, by lawful means in satisfaction of said indebtedness or any part thereof, (3) any governmental agency or instrumentality acquiring said land under an insurance contract or guarantee insuring or guaranteeing said indebtedness or any part thereof, and (4) any person or corporation deriving an estate or interest in said land as an heir or devisee of a named insured or by reason of the dissolution, merger, or consolidation of a corporate named insured;
- (c) "land": the land described specifically or by reference in Schedule C and improvements affixed thereto which by law constitute real property;
- (d) "date": the exact day, hour and minute specified in the first line of Schedule A (unless the context clearly requires a different meaning);
- (e) "taxing agency": the State and each county, city and county, city and district in which said land or some part thereof is situated that levies taxes or assessments on real property;
- (f) "public records": those public records which, under the recording laws, impart constructive notice of matters relating to said land.

10. WRITTEN INDORSEMENT REQUIRED TO CHANGE POLICY

No provision or condition of this policy can be waived or changed except by writing indorsed hereon or attached hereto signed by the President, a Vice-President, the Secretary, or an Assistant Secretary of the Company.

11. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its Main Office, 240 Van Ness Avenue, San Francisco, California.

D 1090-59

**WESTERN TITLE INSURANCE
AND GUARANTY COMPANY**

SAN FRANCISCO, CALIF.

Issued through
the office of
**SAN JOAQUIN COUNTY
TITLE COMPANY**
STOCKTON, CALIFORNIA

SCHEDULE B

This policy does not insure against loss by reason of the matters shown or referred to in this Schedule except to the extent that the owner of any mortgage or deed of trust shown in Part Two is expressly insured in Paragraphs numbered 4 and 5 on the first page of this policy.

PART ONE: This part of Schedule B refers to matters which, if any such exist, may affect the title to said land, but which are not shown in this policy:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing agency or by the public records; and easements, liens, or encumbrances which are not shown by the public records.
2. Rights or claims of persons in possession of said land which are not shown by the public records.
3. Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of said land, or by making inquiry of persons in possession thereof or by a correct survey.
4. Mining claims, reservations in patents, water rights, claims or title to water.
5. Any laws, governmental acts or regulations, including but not limited to zoning ordinances, restricting, regulating or prohibiting the occupancy, use or enjoyment of the land or any improvement thereon, or any zoning ordinances prohibiting a reduction in the dimensions or area, or separation in ownership, of any lot or parcel of land; or the effect of any violation of any such restrictions, regulations or prohibitions.

PART TWO: This part of Schedule B shows liens, encumbrances, defects and other matters affecting the title to said land or to which said title is subject:

1. Taxes, 1959-60, a lien, not yet due or payable.
2. Future assessments of Sacramento-San Joaquin Drainage District. All assessments levied have been paid.
3. Future assessments of Reclamation District No. 404 and rights of way of said district over levees. All assessments levied have been paid.
4. Easement for two pole lines granted to The Standard Electric Company of California by instrument recorded December 18, 1899, in Book 104 of Deeds, page 346, San Joaquin County Records.
5. Easement for lines of towers over 120 foot strip granted to Pacific Gas and Electric Company by instrument recorded May 3, 1930, in Book 325 of Official Records, page 91, San Joaquin County Records.
6. Easement for single line of poles granted to Pacific Gas and Electric Company by instrument recorded June 11, 1941, in Book 742 of Official Records, page 132, San Joaquin County Records.
7. Easement for underground cables over strip 20 feet wide granted to The Pacific Telephone and Telegraph Company by instrument recorded November 7, 1941, in Book 750 of Official Records, page 247, San Joaquin County Records.
8. Easement for single line of poles granted to Pacific Gas and Electric Company by instrument recorded March 11, 1946, in Book 965 of Official Records, page 307, San Joaquin County Records.
9. Reservations and conditions with express provision for forfeiture or reversion of title in event of violation in deed from Charles Raymond Van Buskirk and Bertha S. Van Buskirk, his wife, to City of Stockton, dated February 12, 1959, recorded February 13, 1959, in Book 2146 of Official Records, page 233, San Joaquin County Records.
Affects Parcel I.

SAN JOAQUIN COUNTY
POLICY NUMBER
1144

SCHEDULE B

10. Reservations and conditions with express provision for forfeiture or reversion of title in event of violation in deed from Charles Raymond Van Buskirk and Bertha S. Van Buskirk, his wife, to City of Stockton, dated February 12, 1959, recorded February 13, 1959, in Book 2146 of Official Records, page 237, San Joaquin County Records.
Affects Parcel II.

SCHEDULE C

All that real property situate in the County of San Joaquin, State of California, described as follows:

PARCEL I:

A tract of land situated in the County of San Joaquin, State of California, in Sections 21 and 22, Township 1 North, Range 6 East, M.D.B. & M., and more particularly described as follows:

Commencing at a concrete monument bearing due South 1160.00 feet from the Southwest corner of Lot 1, in Block 7, of LEVER VILLAGE, UNIT NO. 1, as per map filed in Book of Maps, Vol. 14, at page 22, San Joaquin County Records; thence due West 1559.46 feet to an iron pipe in the center line of the 120 foot wide P. G. & E. Co., easement for Electric Transmission Lines, described in Book of Official Records of San Joaquin County, Vol. 325, at page 91, said last mentioned iron pipe being the Northeast corner and true point of beginning of the within described 35.87 acre tract; thence along the center line of said easement, South 28°45' West 1140.0 feet to the right bank of French Camp Slough; thence downstream along the right bank of French Camp Slough, as follows:

N 19°50' W 221.0 ft.; N 16°58' W 199.0 ft.; N 15°22' W 124.0 ft.; N 18°04' W 149.0 ft.; N 36°34' W 111.0 ft.; N 50°06' W 151.0 ft.; N 69°37' W 120.0 ft.; S 76°16' W 93.0 ft.; S 59°27' W 187.0 ft.; S 88°44' W 182.0 ft.; N 83°10' W 143.0 ft.; N 74°56' W 162.0 ft.; N 70°33' W 357.0 ft.; N 83°07' W 117.0 ft.; S 81°30' W 269.96 ft.;

thence leaving French Camp Slough, due North 533.0 ft. to an iron pipe; thence due East 620.0 ft., to an iron pipe; thence South 85°15' East 1136.0 ft., to an iron pipe at beginning of curve; thence Southeasterly on a curve to the right radius 700 feet, (long chord bears South 67°00' East 438.43 ft.) an arc distant of 445.93 ft. to an iron pipe at end of curve; thence South 48°45' East 144.41 ft., to an iron pipe at beginning of curve; thence Southeasterly on a curve to the left, radius 367.32 ft., (long chord bears South 69°22'30" East 258.78 ft.) an arc distance of 264.45 ft. to the iron pipe at the true point of beginning, and containing 35.87 acres, more or less.

SCHEDULE C

The land referred to in this Policy is described as:

PARCEL II:

A tract of land situated in the County of San Joaquin, State of California, in Section 22, Township 1 North, Range 6 East, Mount Diablo Base and Meridian, and more particularly described as follows, to-wit:

Beginning at a concrete monument bearing due South 1160.00 feet from the Southwest corner of Lot 1, in Block 7, of LEVER VILLAGE, UNIT NO. 1, as per map filed in Book of Maps, Vol. 14, page 22, San Joaquin County Records; thence due South 506 feet to the Northerly or right bank of Walker Slough; thence downstream along the Northerly or right bank of Walker Slough, as follows: South 81°08' West 86 feet; South 63°37' West 140 feet; South 53°16' West 162 feet; South 50°47' West 253 feet; South 37°53' West 102 feet; South 43°10' West 332 feet; South 49°56' West 165 feet to the junction of Walker Slough with French Camp Slough; thence downstream along the Northerly or right bank of French Camp Slough, as follows: North 78°46' West 138 feet; South 89°35' West 411 feet; South 85°17' West 219 feet; South 79°48' West 152 feet; North 82°53' West 89 feet; North 43°22' West 99 feet; North 22°27' West 222.65 feet to a point in the center line of the 120 foot wide P. G. & E. Co. Easement for Electric Transmission Lines, described in Book of Official Records of San Joaquin County, Vol. 325, page 91; thence along the center line of said Easement, North 28°45' East 1140 feet to a point bearing due West from the point of beginning; thence due East 1559.46 feet to the point of beginning, and containing 44.74 acres, more or less.

gb